

**Insured Name:** HYDE PARK RESTAURANT GROUP  
**Policy Number:** CPO 6220911-06  
**Effective Date:** 11/12/2019



**THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.**

**DISCLOSURE OF IMPORTANT INFORMATION  
RELATING TO TERRORISM RISK INSURANCE ACT**

**SCHEDULE\***

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:

General Liability	\$3,533.00
Property Portfolio Protection	\$3,191.00

\*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

**B. Disclosure of Federal Participation in Payment of Terrorism Losses**

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share will decrease by 5% from 85% to 80% over a five year period while the insurer share increases by the same amount during the same period. The schedule below illustrates the decrease in the federal share:

January 1, 2015 – December 31, 2015 federal share: 85%

January 1, 2016 – December 31, 2016 federal share: 84%

January 1, 2017 – December 31, 2017 federal share: 83%

January 1, 2018 – December 31, 2018 federal share: 82%

January 1, 2019 – December 31, 2019 federal share: 81%

January 1, 2020 – December 31, 2020 federal share: 80%

**C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations**

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

**D. Availability**

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

**E. Definition of Act of Terrorism under TRIA**

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.



## CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Insureds Name	Policy Number	Effective Date	Endorsement Number
HYDE PARK RESTAURANT GROUP	CPO 6220911-06	11/12/2019	

### THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

#### A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

#### B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

## Disclosure Statement



It is our pleasure to present the enclosed policy to you  
for presentation to your customer.

**INSTRUCTION TO AGENT OR BROKER:**

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER  
WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

## Disclosure Statement



### NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company  
and its underwriting subsidiaries.

**ZURICH****COMMERCIAL INSURANCE****COMMON POLICY DECLARATIONS**

Policy Number CPO 6220911-06

Renewal of Number CPO 6220911-05

Named Insured and Mailing Address

HYDE PARK RESTAURANT GROUP  
(SEE NAMED INSURED ENDT)  
21945 CHAGRIN BLVD  
BEACHWOOD OH 44122-5309

Producer and Mailing Address

THE FEDELI GROUP, INC.  
PO BOX 318003  
INDEPENDENCE OH 44131-8003

Producer Code 25216-000

Policy Period: Coverage begins 11-12-2019 at 12:01 A.M.; Coverage ends 11-12-2020 at 12:01 A.M.

The name insured is ☐ Individual☐ Partnership☒ Corporation☐ Other:

This insurance is provided by one or more of the stock insurance companies which are members of the Zurich-American Insurance Group. The company that provides coverage is designated on each Coverage Part Common Declarations. The company or companies providing this insurance may be referred to in this policy as "The Company", we, us, or our. The address of the companies of the Zurich-American Insurance Group are provided on the next page.

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE(S):**

PROPERTY PORTFOLIO PROTECTION

PREMIUM \$ 198,726.00

issued by ZURICH AMERICAN INSURANCE COMPANY

GENERAL LIABILITY COVERAGE

PREMIUM \$ 217,002.00

issued by AMERICAN ZURICH INSURANCE COMPANY

BUSINESS AUTOMOBILE

PREMIUM \$ 12,939.00

issued by AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY

STATE FIRE MARSHALL REG ASSESS SURCHG

\$ 117.40

FL-DEPT OF REVENUE SURCHARGE

\$ 4.00

**IMPORTANT NOTICE - PENNSYLVANIA**

**YOUR POLICY PROVIDES COLLISION COVERAGE ON RENTAL VEHICLES. PLEASE REFER TO THE PORTION OF YOUR POLICY PROVIDING "COLLISION" COVERAGE FOR ANY LIMITATIONS IN COVERAGE THAT MAY APPLY.**

**THIS PREMIUM MAY BE SUBJECT TO AUDIT.****TOTAL \$ 428,667.00**

This premium does not include Taxes and Surcharges.

SEE INSTALLMENT SCHEDULE

**Taxes and Surcharges****TOTAL \$ 121.40**

SEE INSTALLMENT SCHEDULE

The Form(s) and Endorsement(s) made a part of this policy at the time of issue are listed on the **SCHEDULE of FORMS and ENDORSEMENTS.**

Countersigned this day of

Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART FORM(S), FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**Policy Number**  
**CPO 6220911-06**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

**Zurich American Insurance Company**

**Named Insured** HYDE PARK RESTAURANT GROUP

**Effective Date:** 11-12-19

12:01 A.M., Standard Time

**Agent Name** THE FEDELI GROUP, INC.

**Agent No.** 25216-000

**COMMON POLICY FORMS AND ENDORSEMENTS**

U-GU-630-D CW	01-15	DISCLOSURE OF INFO RELATING TO TRIA
U-GU-767-B CW	01-15	CAP ON LOSS FROM CERTIFIED ACTS OF TERR
U-GU-D-310-A	01-93	COMMON POLICY DECLARATIONS
U-GU-619-A CW	10-02	SCHEDULE OF FORMS AND ENDORSEMENTS
U-GU-319-F	01-09	IMPORTANT NOTICE - IN WITNESS CLAUSE
U-GU-621-A CW	10-02	SCHEDULE OF NAMED INSURED(S)
U-GU-406-B	07-15	INSTALLMENT PREMIUM SCHEDULE
U-GU-618-A CW	10-02	SCHEDULE OF LOCATIONS
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 02 44	09-07	OHIO CHANGES-CANC & NONRENEWAL
U-GU-298-B CW	04-94	CANCELLATION BY US
IL 00 03	09-08	CALCULATION OF PREMIUM
IL 01 12	11-18	FL CHGS-MEDIATION/APPRL (CMML RES PROP)
U-GU-1191-A CW	03-15	SANCTIONS EXCLUSION ENDORSEMENT

**PROPERTY PORTFOLIO PROTECTION FORMS AND ENDORSEMENTS**

PPP-0001	06-06	COMMERCIAL PROP CVG PART DECLARATIONS
PPP-0101	04-19	COMMERCIAL PROP CVG PART GEN PROVISIONS
PPP-0102	08-16	COMMERCIAL PROPERTY CONDITIONS
PPP-0103	08-16	COMMERCIAL PROPERTY DEFINITIONS
PPP-0110	08-16	REAL AND PERSONAL PROPERTY COVERAGE FORM
PPP-0111	03-14	ADDITIONAL COVERAGES FORM
PPP-0112	08-16	ACCOUNTS RECEIVABLE CVG (REVENUE LOSS)
PPP-0113	04-09	CRIME COVERAGE FORM
PPP-0114	08-16	FINE ARTS COVERAGE FORM
PPP-0115	03-14	INSTALLATION & SERVICE PROPERTY CVG FORM
PPP-0116	08-16	ORIGINAL INFORMATION PROPERTY CVG FORM
PPP-0117	03-14	TRANSIT COVERAGE FORM
PPP-0130	08-16	BUS INC COVG FORM (EXCL EXTRA EXPENSE)
PPP-0132	08-16	EXTRA EXPENSE COVERAGE FORM
PPP-0209	06-06	FLOOD EXCL -- AMENDED DEF SPECIFIC LOCS
PPP-0214	06-06	MAXIMUM LOSS LIMIT
PPP-0226	06-06	WIND & HAIL -- DD & TE DEDUCTIBLE
PPP-0302	03-14	DEP PREM BI CVG -- UNSCHEDULED LOCS
PPP-0304	08-16	EARTH MOVEMENT COVERAGE
PPP-0308	06-06	ENABLING ENDORSEMENT
PPP-0310	08-16	FLOOD COVERAGE
PPP-0320	04-19	OFF-PREM SERVICE INTERRUPTION -- DD
PPP-0321	04-19	OFF-PREM SERVICE INTERRUPTION--TE
PPP-0324	06-06	WINE LEAKAGE COVERAGE
PPP-0333	04-09	GUESTS PROPERTY COVERAGE
PPP-0334	04-09	MON. ORDERS & COUNTERFEIT PAP. CURR. COV
PPP-0405	03-11	HOSPITALITY AND LEISURE INDUSTRIES CVG
PPP-0502	03-14	LOSS PAYABLE PROVISIONS
PPP-1091	08-16	FLORIDA CHANGES
PPP-1341	04-09	OHIO CHANGES
U-CP-693CW	10-02	VALUATION - RESTAURANT WINE AND DISTILLE

**U-GU-619-A CW (10/02)**

**Policy Number**  
**CPO 6220911-06**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

**Zurich American Insurance Company**

**Named Insured** HYDE PARK RESTAURANT GROUP

**Effective Date:** 11-12-19

12:01 A.M., Standard Time

**Agent Name** THE FEDELI GROUP, INC.

**Agent No.** 25216-000

**GENERAL LIABILITY FORMS AND ENDORSEMENTS**

U-GL-1387-B CW	05-10	NOTIFI TO OTHERS OF CANC OR NONRENEW
U-GL-1446-A CW	05-10	NOTIFICATION TO OTHERS OF CANCELLATION
U-GL-1517-B CW	04-13	RECORD OR DISTRB OF MATRL OR INFO EXCL
U-GL-849-B CW	08-04	EMPLOYEE BENEFITS LIABILITY-CLAIMS MADE
U-GL-D-1115-B CW	09-04	COMMERCIAL GL COVERAGE PART DECLARATIONS
U-GL-1113-A CW	10-02	COMM GENERAL LIABILITY COVERAGE SCHEDULE
U-GL-D-1036-B CW	09-04	LIQUOR LIABILITY COVERAGE PART DEC
U-GL-D-849-B CW	09-04	EMPLOYEE BENEFITS LIAB DEC - CLAIMS MADE
CG 00 01	04-13	COMMERCIAL GENERAL LIABILITY COV FORM
CG 00 34	12-07	LIQUOR LIABILITY COVERAGE FORM (CLAIMS)
UGL1171ACW	07-03	FUNGI OR BACTERIA EXCLUSION
U-GL-1342-A CW	10-07	LEAD LIABILITY EXCLUSION
U-GL-1345-B CW	04-13	GL SUPPLEMENTAL COVERAGE ENDORSEMENT
U-GL-1352-B CW	04-13	GL SUPPLEMENTAL COVERAGE ENDT QUICK REF
U-GL-1178ACW	07-03	ASBESTOS EXCLUSION ENDORSEMENT
CG 02 20	03-12	FL CHANGES - CANCELLATION & NONRENEWAL
U-GL-274-C MU	05-06	STOP GAP EMPLOYERS LIABILITY COVERAGE
U-GL-274-C 1 CW	12-04	STOP GAP EMPLOYERS LIABILITY
UGL850ACW	07-96	DEDUCTIBLE ENDORSEMENT CLAIMS-MADE
CG 20 18	04-13	ADDL INSD-MORTGAGEE ASSIGNEE OR RECEIVER
CG 21 08	05-14	EXCL-ACC/DISCL OF CONFI OR PERSONAL INFO
CG 21 44	04-17	LIMIT OF COV TO DESIG PREM, PROJ OR OPER
CG 21 47	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 65	12-04	TOTAL POLLUTION EXCL-WITH EXCEPTIONS
CG 24 07	01-96	PROD/COMPLETED OPERATIONS HAZARD REDEFIN
CG 25 04	05-09	DESIGNATED LOCATIONS GENERAL AGGREGATE
CG 26 22	04-17	MI CHANGES - LIQUOR LIABILITY

**AUTOMOBILE FORMS AND ENDORSEMENTS**

U-CA-531-B	02-08	NOTICE REGARDING TERRORISM PREMIUM
U-CA-548-A CW	10-06	SCHEDULE OF AUTO PHYSICAL DAMAGE DEDUCTI
U-CA-D-600-C	04-14	BUSINESS AUTO DECLARATIONS
CA 00 01	10-13	BUSINESS AUTO COVERAGE FORM
PA 02 09	10-13	OH CHANGES - CANCELLATION AND NONRENEWAL
CA 21 33	08-17	OH UM AND UIM - BI
CA 23 45	11-16	PUBLIC LIVERY & ON-DEMAND DELIVRY EXCL
CA 31 17	10-13	OH UM COVERAGE- PROPERTY DAMAGE
CA 99 37	03-10	GARAGEKEEPERS COVERAGE
CA 99 37	10-13	GARAGEKEEPERS COVERAGE
U-CA-424-F CW	04-14	COVERAGE EXTENSION ENDORSEMENT
CA 99 03	10-13	AUTO MEDICAL PAYMENTS COVERAGE
CA 20 48	10-13	DESIGNATED INSURED

**U-GU-619-A CW (10/02)**



## Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

President

Corporate Secretary

**QUESTIONS ABOUT YOUR INSURANCE?** Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America  
Customer Inquiry Center  
1299 Zurich Way  
Schaumburg, Illinois 60196-1056  
**1-800-382-2150** (Business Hours: 8am - 4pm [CT])  
**Email:** [info.source@zurichna.com](mailto:info.source@zurichna.com)

**Policy Number**  
**CPO 6220911-06**

**SCHEDULE OF NAMED INSURED(S)**

**ZURICH AMERICAN INSURANCE COMPANY**

**Named Insured** HYDE PARK RESTAURANT GROUP

**Effective Date:** 11-12-19  
 12:01 A.M., Standard Time

**Agent Name** THE FEDELI GROUP, INC.

**Agent No.** 25216-000

**NAMED INSURED**

HYDE PARK RESTAURANT GROUP  
 HYDE PARK RESTAURANT SYSTEMS, INC.

HENDERSON ROAD RESTAURANT SYSTEMS, INC. DBA HYDE PARK GRILLE

COVENTRY RESTAURANT SYSTEMS, INC. DBA HYDE PARK CHOP HOUSE

SAW-FOUR LTD. LLC

SDH OF OHIO LIMITED LIABILITY COMPANY

AKRON RESTAURANT SYSTEMS, INC. DBA HYDE PARK GRILL

CHAGRIN FALLS DEVELOPMENT LLC DBA JEKYLL'S KITCHEN

MONDO DEVELOPMENT LLC

HUTCHINSON DEVELOPMENT LLC DBA HYDE PARK PRIME STEAKHOUSE

PIC DEVELOPMENT LLC

CHAGRIN RESTAURANTS LLC DBA HYDE PARK PRIME STEAK HOUSE

JR PARK LLC DBA HYDE PARK PRIME STEAK HOUSE

HP CAP LLC DBA HYDE PARK PRIME STEAK HOUSE

NSHP, LLC DBA HYDE PARK PRIME STEAKHOUSE

HPD RESTAURANT SYSTEMS INC. DBA HYDE PARK PRIME STEAKHOUSE

457 HIGH STREET DEVELOPMENT LLC

CHAGRIN BLVD. REAL ESTATE PROPERTIES LLC

MORELAND HILLS TAVERN, LLC DBA ML TAVERN

HENDERSON/FRANTZ PROPERTIES, LLC

BELL STREET VENTURES, LLC

CAP RESTAURANT DEVELOPMENT LLC

JSTS INTERESTS, LLC; RHMJ INTERESTS, LLC

ILLINOIS STREET HP DEVELOPMENT, LLC (OHIO)

RJ MORELAND HILLS, LLC

PAUL L. SEEGOTT LTD, BETSY SEEGOTT

NORTHVILLE DEVELOPMENT, LLC

55 HUTCHINSON HOSPITALITY DEVELOPMENT, LLC

**U-GU-621-A CW (10/02)**

**Policy Number**  
**CPO 6220911-06**

**SCHEDULE OF NAMED INSURED(S)**

**ZURICH AMERICAN INSURANCE COMPANY**

Named Insured HYDE PARK RESTAURANT GROUP

Effective Date: 11-12-19  
12:01 A.M., Standard Time

Agent Name THE FEDELI GROUP, INC.

Agent No. 25216-000

NAMED INSURED

SH HOTEL HOLDINGS, LLC

TAMSAC LTD.

U-GU-621-A CW (10/02)




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**INSTALLMENT PREMIUM SCHEDULE**


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The total premium shown in the Declarations of this policy is made payable in installments, on the dates and in the amounts shown below.

NAMED INSURED	POLICY NUMBER	ENDORSEMENT NUMBER
HYDE PARK RESTAURANT GROUP	CPO 6220911-06	

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PAYMENT DUE -----	STANDARD PREMIUM -----	TAXES PREPAID -----	TOTAL PREMIUM -----
11/12/19	\$ 107,169.00	\$ 121.40	\$ 107,290.40
02/12/20	\$ 107,166.00		\$ 107,166.00
05/12/20	\$ 107,166.00		\$ 107,166.00
08/12/20	\$ 107,166.00		\$ 107,166.00
TOTAL	\$ 428,667.00	\$ 121.40	\$ 428,788.40

Failure to pay the installment Premium by the Due Date shown shall constitute non-payment of premium for which we may cancel this policy.

U-GU-406-B (07/15)

**Policy Number**  
CPO 6220911-06

**SCHEDULE OF LOCATIONS**

**Zurich American Insurance Company**

**Named Insured** HYDE PARK RESTAURANT GROUP

**Effective Date:** 11-12-19  
12:01 A.M., Standard Time

**Agent Name** THE FEDELI GROUP, INC.

**Agent No.** 25216-000

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, Zip Code)	Occupancy
001	001	26300 CHAGRIN BLVD BEACHWOOD, OH 44122	
001	002	26300 CHAGRIN BLVD BEACHWOOD, OH 44122	
002	001	21945 CHAGRIN BLVD BEACHWOOD, OH 44122	
003	001	1615 OLD HENDERSON RD UPPER ARLINGTON, OH 43220	
004	001	101 W PROSPECT AVE STE 123 CLEVELAND, OH 44115	
005	001	6360 FRANTZ RD DUBLIN, OH 43017	
006	001	4073 MEDINA RD FAIRLAWN, OH 44333	
007	001	55 HUTCHINSON AVE COLUMBUS, OH 43235	
008	001	21 MAIN ST WESTLAKE, OH 44145	
009	001	569 AND 591 N HIGH ST COLUMBUS, OH 43215	
010	001	247 N SHORE DR PITTSBURGH, PA 15212	
011	001	35 S LEMON AVE SARASOTA, FL 34236	
012	001	100 N ATLANTIC AVE DAYTONA BEACH, FL 32118	

U-GU-618-A CW (10/02)

**Policy Number**  
CPO 6220911-06

**SCHEDULE OF LOCATIONS**

**Zurich American Insurance Company**

**Named Insured** HYDE PARK RESTAURANT GROUP

**Effective Date:** 11-12-19  
12:01 A.M., Standard Time

**Agent Name** THE FEDELI GROUP, INC.

**Agent No.** 25216-000

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, Zip Code)	Occupancy
013	001	185 S OLD WOODWARD AVE 185-201 BIRMINGHAM, MI 48009	
014	001	9724 RAVENNA RD TWINSBURG, OH 44087	
015	001	1352 W 6TH ST CLEVELAND, OH 44113	
018	001	34105 CHAGRIN BLVD MORELAND HILLS, OH 44022	
021	001	44 N MAIN ST 44-46 CHAGRIN FALLS, OH 44022	
024	001	4168 RUPLE RD SOUTH EUCLID, OH 44121	
025	001	170 N BRIDGE ST CHILLICOTHE, OH 45601	
026	001	570 N HIGH ST COLUMBUS, OH 43215	
027	001	17 RIVER ST CHAGRIN FALLS, OH 44022	
030	001	1920 NORTHWEST BLVD COLUMBUS, OH 43212	
031	001	51 N ILLINOIS ST INDIANAPOLIS, IN 46204	
032	001	17107 HAGGERTY RD NORTHVILLE, MI 48168	
033	001	87 WEST ST CHAGRIN FALLS, OH 44022	

U-GU-618-A CW (10/02)

**Policy Number**  
CPO 6220911-06

**SCHEDULE OF LOCATIONS**

**Zurich American Insurance Company**

**Named Insured** HYDE PARK RESTAURANT GROUP

**Effective Date:** 11-12-19  
12:01 A.M., Standard Time

**Agent Name** THE FEDELI GROUP, INC.

**Agent No.** 25216-000

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, Zip Code)	Occupancy
034	001	23625 COMMERCE PARK STE 205 BEACHWOOD, OH 44122	
036	001	6360 FRANTZ RD DUBLIN, OH 43017	
037	001	17 RIVER ST CHAGRIN FALLS, OH 44022	
038	001	21945 CHAGRIN BLVD BEACHWOOD, OH 44122	
039	001	1920 NORTHWEST BLVD COLUMBUS, OH 43212	
040	001	1615 OLD HENDERSON RD UPPER ARLINGTON, OH 43220	
041	001	4695 95TH ST N ST PETERSBURG, FL 33708	
042	001	600 N HIGH ST COLUMBUS, OH 43215	

U-GU-618-A CW (10/02)

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

IL 00 21 09 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

IL 00 21 09 08

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Page 1 of 2

□

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OHIO CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 FARM UMBRELLA LIABILITY POLICY  
 LIQUOR LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, the **Cancellation** Common Policy Condition is replaced by the following:
- 1.** The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
  - 2.** We may cancel this policy only for one or more of the following reasons, except as provided in Paragraph **6.** below:
    - a.** Nonpayment of premium;
    - b.** Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
    - c.** Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;
    - d.** The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
    - e.** Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
    - f.** Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
    - g.** A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
  - 3.** We will mail written notice of cancellation to the first Named Insured, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.
  - 4.** We will mail the notice of cancellation at least:
    - a.** 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
    - b.** 30 days before the effective date of cancellation, if we cancel for a reason stated in **2.b.** through **2.g.** above.

IL 02 44 09 07

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Page 1 of 2

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5. The notice of cancellation will:

- a. State the effective date of cancellation. The policy period will end on that date.
- b. Contain the date of the notice and the policy number, and will state the reason for cancellation.

6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.

7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the Common Policy Conditions and supersedes any provisions to the contrary:

**NONRENEWAL**

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.
2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.
3. Proof of mailing will be sufficient proof of notice.

**C. Common Policy Conditions**

1. Paragraph **A.2.a.** of the **Businessowners** Common Policy Conditions is deleted.

2. Paragraph **E.2.** of the **Cancellation** Common Policy Condition in the Standard Property Policy is deleted. Paragraph **E.2.** is replaced by the following (unless Item **A.** of this endorsement applies):

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- b. 30 days before the effective date, if we cancel for any other reason.

**COMMERCIAL INSURANCE**

**CANCELLATION BY US**

**This endorsement changes the policy. Please read it carefully.**

This endorsement modifies insurance provided by the following:

BOILER AND MACHINERY COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL INLAND MARINE COVERAGE FORM  
COMMERCIAL PROPERTY COVERAGE FORM  
FARM COVERAGE FORM  
GARAGE COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
POLLUTION LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
TRUCKERS COVERAGE FORM

**SCHEDULE**

**Number of Days' Notice:** 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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Page 1 of 1 ☐

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FLORIDA CHANGES – MEDIATION OR APPRAISAL (COMMERCIAL RESIDENTIAL PROPERTY)**

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM (COMMERCIAL PROPERTY COVERAGE PART)  
BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM  
STANDARD PROPERTY POLICY

With respect to a loss to commercial residential property, the following replaces the **Appraisal Condition**:

### **Mediation Or Appraisal**

**A.** If we and either the first Named Insured or a third party who is an assignee of benefits under the policy are engaged in a dispute regarding a claim, either the first Named Insured, the third-party assignee or we may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. However, we are not required to participate in any mediation requested by a third-party assignee. The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that the first Named Insured requests. If the dispute is mediated, the settlement in the course of mediation is binding only if both parties agree, in writing, on a settlement, and the first Named Insured has not rescinded the settlement within three business days after reaching settlement. The first Named Insured may not rescind the settlement after cashing or depositing the settlement check or draft we provided to the first Named Insured.

We will pay the cost of conducting the mediation conference. However, if:

1. The first Named Insured fails to appear at the mediation conference and the first Named Insured wishes to schedule a new conference after failing to appear, then the new conference will be scheduled only upon payment by the first Named Insured of a sum equal to the fees we paid for the mediation conference at which the first Named Insured failed to appear. This sum will then be applied to the cost of the rescheduled mediation conference, and we will pay the balance, if any, of the cost of conducting the rescheduled mediation conference; or
  2. We fail to appear at a mediation conference without good cause, we will pay the actual cash expenses the first Named Insured incurs in attending the mediation conference and also pay the total cost of the rescheduled mediation conference.
- B.** If we and you disagree on the value of the property or the amount of loss, either may request an appraisal of the loss, in writing. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
1. Pay its chosen appraiser; and

2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

However, only with respect to disagreements between us and the first Named Insured, the first Named Insured is not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss, if we:

1. Requested mediation and either we or the first Named Insured rejected the mediation result; or
2. Failed to notify the first Named Insured of the first Named Insured's right to participate in the mediation program.



# **SANCTIONS EXCLUSION ENDORSEMENT**

## **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

### **SANCTIONS EXCLUSION**

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

## **ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**



**Notice to Indiana Policyholders  
Regarding Filing Complaints with the Department of Insurance**

**Questions regarding your policy or coverage should be directed to:**

Customer Inquiry Center  
Zurich North America  
1299 Zurich Way  
Schaumburg, IL 60196  
800-382-2150

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi).



## **Important Notice to Florida Policyholders**

In the event you need to contact someone about this policy, for any reason, please contact your agent. If you have additional questions, you may contact the Zurich U.S. office at the following address and telephone number:

Customer Inquiry Center  
Zurich North America  
1299 Zurich Way  
Schaumburg, IL 60196  
800-382-2150

If you have been unable to contact or obtain satisfaction from your agent or company, you may contact the Florida Office of Insurance Regulation at:

Office of Insurance Regulation  
200 East Gaines Street  
Tallahassee, Florida 32399  
850-413-3140

### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**ZURICH**

# Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**  
HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**  
From: 11/12/2019 To: 11/12/2020  
12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

---

## SUMMARY OF PREMISES

---

<b>PREMISES #</b>	1	<b>PREMISES ADDRESS</b>
		26300 CHAGRIN BLVD
		BEACHWOOD , OH 44122

---

<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 1,000,000
FLOOD (SCHEDULE I)	\$ 1,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$ 100,000

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<b>DEDUCTIBLE</b>	<b>AMOUNT</b>
EARTH MOVEMENT	\$ 100,000
FLOOD	\$ 100,000



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**

From: 11/12/2019 To: 11/12/2020

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

---

**SUMMARY OF PREMISES**

---

**PREMISES #** 1

**PREMISES ADDRESS**

26300 CHAGRIN BLVD  
BEACHWOOD , OH 44122

---

**SPECIAL CONDITIONS**

LIQUOR, WINE & SPIRITS DEDUCTIBLE \$1,000

---

**LOSS PAYEE: (LOSS PAYABLE)**

MOBILE MINI, INC.  
4646 E. VAN BUREN ST. STE 400  
PHOENIX, AZ 85008

THE HUNTINGTON NATIONAL BANK  
HUNTINGTON CENTER, 41 SOUTH HIGH STREET (HC0820)  
COLUMBUS, OH 43215

**ZURICH****Commercial Property Coverage Part Declarations****ZURICH AMERICAN INSURANCE COMPANY****NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**

From: 11/12/2019 To: 11/12/2020

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS**POLICY NUMBER:** CPO 6220911-06

---

**SUMMARY OF PREMISES**

---

**PREMISES #** 2**PREMISES ADDRESS**21945 CHAGRIN BLVD  
BEACHWOOD , OH 44122

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**COVERAGE****LIMIT OF INSURANCE**

REAL PROPERTY

INCLUDED IN BLANKET LIMIT OF INSURANCE

PERSONAL PROPERTY

NOT COVERED

BUSINESS INCOME

INCLUDED IN BLANKET LIMIT OF INSURANCE

EARTH MOVEMENT (SCHEDULE A)

\$ 1,000,000

FLOOD (SCHEDULE I)

\$ 1,000,000

OFF-PREMISES SERVICE INTERRUPTION--  
BUSINESS INCOME

\$ 100,000

---

**DEDUCTIBLE****AMOUNT**

EARTH MOVEMENT

\$ 100,000

FLOOD

\$ 100,000

**ZURICH**

# Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**

From: 11/12/2019 To: 11/12/2020  
 12:01 A.M. STANDARD TIME AT YOUR  
 MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

---

**SUMMARY OF PREMISES**


---

**PREMISES #** 3**PREMISES ADDRESS**

1615 OLD HENDERSON RD  
 UPPER ARLINGTON, OH 43220

---

**COVERAGE**
**LIMIT OF INSURANCE**

REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 1,000,000
FLOOD (SCHEDULE I)	\$ 1,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$ 100,000

---

**DEDUCTIBLE****AMOUNT**

EARTH MOVEMENT	\$ 100,000
FLOOD	\$ 100,000

---

**SPECIAL CONDITIONS**

LIQUOR, WINE &amp; SPIRITS DEDUCTIBLE \$1,000

**ZURICH****Commercial Property Coverage Part Declarations****ZURICH AMERICAN INSURANCE COMPANY****NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**

From: 11/12/2019 To: 11/12/2020

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS**POLICY NUMBER:** CPO 6220911-06

---

**SUMMARY OF PREMISES**

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**PREMISES #** 4**PREMISES ADDRESS**101 W PROSPECT AVE STE 123  
CLEVELAND , OH 44115

---

**COVERAGE****LIMIT OF INSURANCE**

REAL PROPERTY

INCLUDED IN BLANKET LIMIT OF INSURANCE

PERSONAL PROPERTY

INCLUDED IN BLANKET LIMIT OF INSURANCE

BUSINESS INCOME

INCLUDED IN BLANKET LIMIT OF INSURANCE

EARTH MOVEMENT (SCHEDULE A)

\$ 1,000,000

FLOOD (SCHEDULE I)

\$ 1,000,000

OFF-PREMISES SERVICE INTERRUPTION--  
BUSINESS INCOME

\$ 100,000

---

**DEDUCTIBLE****AMOUNT**

EARTH MOVEMENT

\$ 100,000

FLOOD

\$ 100,000

---

**SPECIAL CONDITIONS**

LIQUOR, WINE &amp; SPIRITS DEDUCTIBLE \$1,000

**ZURICH****Commercial Property Coverage Part Declarations****ZURICH AMERICAN INSURANCE COMPANY****NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**

From: 11/12/2019 To: 11/12/2020

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS**POLICY NUMBER:** CPO 6220911-06

---

**SUMMARY OF PREMISES**

---

<b>PREMISES #</b>	5	<b>PREMISES ADDRESS</b>
		6360 FRANTZ RD
		DUBLIN, OH 43017

---

**COVERAGE****LIMIT OF INSURANCE**

REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 1,000,000
FLOOD (SCHEDULE I)	\$ 1,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$ 100,000

---

**DEDUCTIBLE****AMOUNT**

EARTH MOVEMENT	\$ 100,000
FLOOD	\$ 100,000

---

**SPECIAL CONDITIONS**

LIQUOR, WINE &amp; SPIRITS DEDUCTIBLE \$1,000



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**  
HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**  
From: 11/12/2019 To: 11/12/2020  
12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

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### SUMMARY OF PREMISES

---

<b>PREMISES #</b> 6	<b>PREMISES ADDRESS</b> 4073 MEDINA RD FAIRLAWN , OH 44333
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COVERAGE	LIMIT OF INSURANCE
REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$      1,000,000
FLOOD (SCHEDULE I)	\$      1,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$      100,000

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DEDUCTIBLE	AMOUNT
EARTH MOVEMENT	\$      100,000
FLOOD	\$      100,000

---

### SPECIAL CONDITIONS

LIQUOR, WINE & SPIRITS DEDUCTIBLE \$1,000

---

### LOSS PAYEE: (LOSS PAYABLE)

THE HUNTINGTON NATIONAL BANK  
HUNTINGTON CENTER, 41 SOUTH HIGH STREET (HC0820)  
COLUMBUS, OH 43215



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**  
HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**  
From: 11/12/2019 To: 11/12/2020  
12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

---

### SUMMARY OF PREMISES

---

<b>PREMISES #</b>	8	<b>PREMISES ADDRESS</b>
		21 MAIN ST
		WESTLAKE, OH 44145

---

<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 1,000,000
FLOOD (SCHEDULE I)	\$ 1,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$ 100,000

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<b>DEDUCTIBLE</b>	<b>AMOUNT</b>
EARTH MOVEMENT	\$ 100,000
FLOOD	\$ 100,000

---

### SPECIAL CONDITIONS

LIQUOR, WINE & SPIRITS DEDUCTIBLE \$1,000

**ZURICH****Commercial Property Coverage Part Declarations****ZURICH AMERICAN INSURANCE COMPANY****NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**

From: 11/12/2019 To: 11/12/2020

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS**POLICY NUMBER:** CPO 6220911-06

---

**SUMMARY OF PREMISES**

---

**PREMISES #** 9**PREMISES ADDRESS**569 AND 591 N HIGH ST  
COLUMBUS , OH 43215

---

**COVERAGE****LIMIT OF INSURANCE**

REAL PROPERTY

INCLUDED IN BLANKET LIMIT OF INSURANCE

PERSONAL PROPERTY

INCLUDED IN BLANKET LIMIT OF INSURANCE

BUSINESS INCOME

INCLUDED IN BLANKET LIMIT OF INSURANCE

EARTH MOVEMENT (SCHEDULE A)

\$ 1,000,000

FLOOD (SCHEDULE I)

\$ 1,000,000

OFF-PREMISES SERVICE INTERRUPTION--  
BUSINESS INCOME

\$ 100,000

---

**DEDUCTIBLE****AMOUNT**

EARTH MOVEMENT

\$ 100,000

FLOOD

\$ 100,000

---

**SPECIAL CONDITIONS**

LIQUOR, WINE &amp; SPIRITS DEDUCTIBLE \$1,000

**ZURICH****Commercial Property Coverage Part Declarations****ZURICH AMERICAN INSURANCE COMPANY****NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**

From: 11/12/2019 To: 11/12/2020

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS**POLICY NUMBER:** CPO 6220911-06

---

**SUMMARY OF PREMISES**

---

**PREMISES #** 10**PREMISES ADDRESS**247 N SHORE DR  
PITTSBURGH, PA 15212

---

**COVERAGE****LIMIT OF INSURANCE**

REAL PROPERTY

INCLUDED IN BLANKET LIMIT OF INSURANCE

PERSONAL PROPERTY

INCLUDED IN BLANKET LIMIT OF INSURANCE

BUSINESS INCOME

INCLUDED IN BLANKET LIMIT OF INSURANCE

EARTH MOVEMENT (SCHEDULE A)

\$ 1,000,000

FLOOD (SCHEDULE I)

\$ 1,000,000

OFF-PREMISES SERVICE INTERRUPTION--  
BUSINESS INCOME

\$ 100,000

---

**DEDUCTIBLE****AMOUNT**

EARTH MOVEMENT

\$ 100,000

FLOOD

\$ 500,000

---

**SPECIAL CONDITIONS**

LIQUOR, WINE &amp; SPIRITS DEDUCTIBLE \$1,000

**ZURICH****Commercial Property Coverage Part Declarations****ZURICH AMERICAN INSURANCE COMPANY****NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**

From: 11/12/2019 To: 11/12/2020

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS**POLICY NUMBER:** CPO 6220911-06

---

**SUMMARY OF PREMISES**

---

<b>PREMISES #</b>	11	<b>PREMISES ADDRESS</b>
		35 S LEMON AVE
		SARASOTA, FL 34236

---

**COVERAGE****LIMIT OF INSURANCE**

REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 1,000,000
FLOOD (SCHEDULE I)	\$ 1,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$ 100,000

---

**DEDUCTIBLE****AMOUNT**

EARTH MOVEMENT	\$ 100,000
FLOOD	\$ 500,000
WIND AND HAIL--DIRECT DAMAGE AND TIME ELEMENT	\$ 250,000

---

**SPECIAL CONDITIONS**

LIQUOR, WINE &amp; SPIRITS DEDUCTIBLE \$1,000



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**  
HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**  
From: 11/12/2019 To: 11/12/2020  
12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

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### SUMMARY OF PREMISES

---

<b>PREMISES #</b> 12	<b>PREMISES ADDRESS</b> 100 N ATLANTIC AVE DAYTONA BEACH , FL 32118
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<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$      1,000,000
FLOOD (SCHEDULE I)	\$      1,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$      100,000

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<b>DEDUCTIBLE</b>	<b>AMOUNT</b>
EARTH MOVEMENT	\$      100,000
FLOOD	\$      500,000
WIND AND HAIL--DIRECT DAMAGE AND TIME ELEMENT	\$      250,000

---

### SPECIAL CONDITIONS

LIQUOR, WINE & SPIRITS DEDUCTIBLE \$1,000

**ZURICH****Commercial Property Coverage Part Declarations****ZURICH AMERICAN INSURANCE COMPANY****NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**

From: 11/12/2019 To: 11/12/2020

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS**POLICY NUMBER:** CPO 6220911-06

---

**SUMMARY OF PREMISES**

---

**PREMISES #** 13**PREMISES ADDRESS**185-201 S OLD WOODWARD AVE  
BIRMINGHAM , MI 48009

---

**COVERAGE****LIMIT OF INSURANCE**

REAL PROPERTY

INCLUDED IN BLANKET LIMIT OF INSURANCE

PERSONAL PROPERTY

INCLUDED IN BLANKET LIMIT OF INSURANCE

BUSINESS INCOME

INCLUDED IN BLANKET LIMIT OF INSURANCE

EARTH MOVEMENT (SCHEDULE A)

\$ 1,000,000

FLOOD (SCHEDULE I)

\$ 1,000,000

OFF-PREMISES SERVICE INTERRUPTION--  
BUSINESS INCOME

\$ 100,000

---

**DEDUCTIBLE****AMOUNT**

EARTH MOVEMENT

\$ 100,000

FLOOD

\$ 100,000

---

**SPECIAL CONDITIONS**

LIQUOR, WINE &amp; SPIRITS DEDUCTIBLE \$1,000

**ZURICH****Commercial Property Coverage Part Declarations****ZURICH AMERICAN INSURANCE COMPANY****NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**

From: 11/12/2019 To: 11/12/2020

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS**POLICY NUMBER:** CPO 6220911-06**SUMMARY OF PREMISES****PREMISES #** 14**PREMISES ADDRESS**9724 RAVENNA RD  
TWINSBURG , OH 44087**COVERAGE****LIMIT OF INSURANCE**REAL PROPERTY  
PERSONAL PROPERTYNOT COVERED  
NOT COVEREDBUSINESS INCOME  
EARTH MOVEMENT (SCHEDULE A)  
FLOOD (SCHEDULE I)  
OFF-PREMISES SERVICE INTERRUPTION--  
BUSINESS INCOMEINCLUDED IN BLANKET LIMIT OF INSURANCE  
\$ 50,000  
\$ 50,000  
\$ 100,000**DEDUCTIBLE****AMOUNT**EARTH MOVEMENT  
FLOOD\$ 100,000  
\$ 100,000**LOSS PAYEE: (LOSS PAYABLE)**THE HUNTINGTON NATIONAL BANK  
HUNTINGTON CENTER, 41 SOUTH HIGH STREET (HC0820)  
COLUMBUS, OH 43215



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**  
HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**  
From: 11/12/2019 To: 11/12/2020  
12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

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### SUMMARY OF PREMISES

---

<b>PREMISES #</b>	15	<b>PREMISES ADDRESS</b>
		1352 W 6TH ST CLEVELAND , OH 44113

---

<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	NOT COVERED
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
OFF-PREMISES SERVICE INTERRUPTION-- DIRECT DAMAGE	NOT COVERED
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$ 100,000



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**  
HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**  
From: 11/12/2019 To: 11/12/2020  
12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

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### SUMMARY OF PREMISES

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<b>PREMISES #</b> 18	<b>PREMISES ADDRESS</b> 34105 CHAGRIN BLVD MORELAND HILLS, OH 44022
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<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$      1,000,000
FLOOD (SCHEDULE I)	\$      1,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$      100,000

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<b>DEDUCTIBLE</b>	<b>AMOUNT</b>
EARTH MOVEMENT	\$      100,000
FLOOD	\$      100,000

---

### SPECIAL CONDITIONS

LIQUOR, WINE & SPIRITS DEDUCTIBLE \$1,000



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**  
HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**  
From: 11/12/2019 To: 11/12/2020  
12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

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### SUMMARY OF PREMISES

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<b>PREMISES #</b>	21	<b>PREMISES ADDRESS</b>
		44-46 N MAIN ST
		CHAGRIN FALLS , OH 44022

---

<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	NOT COVERED
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 1,000,000
FLOOD (SCHEDULE I)	\$ 1,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$ 100,000

---

<b>DEDUCTIBLE</b>	<b>AMOUNT</b>
EARTH MOVEMENT	\$ 100,000
FLOOD	\$ 100,000



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**  
HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**  
From: 11/12/2019 To: 11/12/2020  
12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

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### SUMMARY OF PREMISES

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<b>PREMISES #</b> 24	<b>PREMISES ADDRESS</b> 4168 RUPLE RD SOUTH EUCLID, OH 44121
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<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$        237,000
FLOOD (SCHEDULE I)	\$        237,000
EXPEDITING EXPENSE	\$        25,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$        100,000

---

<b>DEDUCTIBLE</b>	<b>AMOUNT</b>
EARTH MOVEMENT	\$        100,000
FLOOD	\$        100,000

**ZURICH****Commercial Property Coverage Part Declarations****ZURICH AMERICAN INSURANCE COMPANY****NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**

From: 11/12/2019 To: 11/12/2020  
 12:01 A.M. STANDARD TIME AT YOUR  
 MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06**SUMMARY OF PREMISES**

<b>PREMISES #</b>	25	<b>PREMISES ADDRESS</b>
		170 N BRIDGE ST
		CHILLICOTHE , OH 45601

**COVERAGE****LIMIT OF INSURANCE**

REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	NOT COVERED
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 977,000
FLOOD (SCHEDULE I)	\$ 977,000
OFF-PREMISES SERVICE INTERRUPTION-- DIRECT DAMAGE	NOT COVERED
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$ 100,000

**DEDUCTIBLE****AMOUNT**

EARTH MOVEMENT	\$ 100,000
FLOOD	\$ 100,000

**MORTGAGE HOLDER:**

TALMER BANK AND TRUST, ISAOA  
 P O BOX 2568  
 COPPELL, TX 75019



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**

From: 11/12/2019 To: 11/12/2020

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

---

**SUMMARY OF PREMISES**

---

**PREMISES #** 25

**PREMISES ADDRESS**

170 N BRIDGE ST  
CHILLICOTHE , OH 45601

---

**LOSS PAYEE: (LOSS PAYABLE)**

TALMER BANK AND TRUST, ISAOA  
P O BOX 2568  
COPPELL, TX 75019

**ZURICH****Commercial Property Coverage Part Declarations****ZURICH AMERICAN INSURANCE COMPANY****NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**

From: 11/12/2019 To: 11/12/2020

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS**POLICY NUMBER:** CPO 6220911-06**SUMMARY OF PREMISES**

<b>PREMISES #</b>	26	<b>PREMISES ADDRESS</b>
		570 N HIGH ST
		COLUMBUS , OH 43215

**COVERAGE****LIMIT OF INSURANCE**

REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 1,000,000
FLOOD (SCHEDULE I)	\$ 1,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$ 100,000

**DEDUCTIBLE****AMOUNT**

EARTH MOVEMENT	\$ 100,000
FLOOD	\$ 100,000

**SPECIAL CONDITIONS**

LIQUOR, WINE &amp; SPIRITS DEDUCTIBLE \$1,000



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**  
HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**  
From: 11/12/2019 To: 11/12/2020  
12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

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### SUMMARY OF PREMISES

---

<b>PREMISES #</b> 27	<b>PREMISES ADDRESS</b> 17 RIVER ST CHAGRIN FALLS , OH 44022
----------------------	--

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<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$      1,000,000
FLOOD (SCHEDULE I)	\$      1,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$      100,000

---



---

<b>DEDUCTIBLE</b>	<b>AMOUNT</b>
EARTH MOVEMENT	\$      100,000
FLOOD	\$      100,000

---

### SPECIAL CONDITIONS

LIQUOR, WINE & SPIRITS DEDUCTIBLE \$1,000

---

### MORTGAGE HOLDER:

LIBERTY BANK, NA, ISAOA  
25201 CHAGRIN BLVD. SUITE 120  
BEACHWOOD, OH 44122



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**  
HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**  
From: 11/12/2019 To: 11/12/2020  
12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

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### SUMMARY OF PREMISES

---

<b>PREMISES #</b> 30	<b>PREMISES ADDRESS</b> 1920 NORTHWEST BLVD COLUMBUS , OH 43212
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<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME	NOT COVERED
EARTH MOVEMENT (SCHEDULE A)	\$ 15,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$ 100,000

---

<b>DEDUCTIBLE</b>	<b>AMOUNT</b>
EARTH MOVEMENT	\$ 100,000



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**  
HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**  
From: 11/12/2019 To: 11/12/2020  
12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

---

### SUMMARY OF PREMISES

---

<b>PREMISES #</b> 31	<b>PREMISES ADDRESS</b> 51 N ILLINOIS ST INDIANAPOLIS , IN 46204
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<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$      1,000,000
FLOOD (SCHEDULE I)	\$      1,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$      100,000

---



---

<b>DEDUCTIBLE</b>	<b>AMOUNT</b>
EARTH MOVEMENT	\$      100,000
FLOOD	\$      100,000

---

### SPECIAL CONDITIONS

LIQUOR, WINE & SPIRITS DEDUCTIBLE \$1,000

---

### LOSS PAYEE: (LOSS PAYABLE)

DELAGE FINANCIAL SERVICES, INC, ISAOA  
PO BOX 5000  
JOHNSTON, IA 50131



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**  
HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**  
From: 11/12/2019 To: 11/12/2020  
12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

---

### SUMMARY OF PREMISES

---

<b>PREMISES #</b>	32	<b>PREMISES ADDRESS</b>
		17107 HAGGERTY RD
		NORTHVILLE , MI 48168

---

### COVERAGE

### LIMIT OF INSURANCE

REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 1,000,000
FLOOD (SCHEDULE I)	\$ 1,000,000
EXPEDITING EXPENSE	\$ 25,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$ 100,000

---

### DEDUCTIBLE

### AMOUNT

EARTH MOVEMENT	\$ 100,000
FLOOD	\$ 100,000

---

### SPECIAL CONDITIONS

LIQUOR, WINE & SPIRITS DEDUCTIBLE \$1,000

**ZURICH****Commercial Property Coverage Part Declarations****ZURICH AMERICAN INSURANCE COMPANY****NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**

From: 11/12/2019 To: 11/12/2020

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS**POLICY NUMBER:** CPO 6220911-06**SUMMARY OF PREMISES**

<b>PREMISES #</b>	33	<b>PREMISES ADDRESS</b>
		87 WEST ST
		CHAGRIN FALLS , OH 44022

**COVERAGE****LIMIT OF INSURANCE**

REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 1,000,000
FLOOD (SCHEDULE I)	\$ 1,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME	\$ 100,000

**DEDUCTIBLE****AMOUNT**

EARTH MOVEMENT	\$ 100,000
FLOOD	\$ 100,000

**SPECIAL CONDITIONS**

LIQUOR, WINE &amp; SPIRITS DEDUCTIBLE \$1,000



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**  
HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**  
From: 11/12/2019 To: 11/12/2020  
12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

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### SUMMARY OF PREMISES

---

<b>PREMISES #</b> 34	<b>PREMISES ADDRESS</b> 23625 COMMERCE PARK STE 205 BEACHWOOD , OH 44122
----------------------	--

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<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	NOT COVERED
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 1,000
FLOOD (SCHEDULE I)	\$ 1,000

---

<b>DEDUCTIBLE</b>	<b>AMOUNT</b>
EARTH MOVEMENT	\$ 100,000
FLOOD	\$ 100,000

**ZURICH****Commercial Property Coverage Part Declarations****ZURICH AMERICAN INSURANCE COMPANY****NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**

From: 11/12/2019 To: 11/12/2020

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS**POLICY NUMBER:** CPO 6220911-06

---

**SUMMARY OF PREMISES**

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**PREMISES #** 36**PREMISES ADDRESS**6360 FRANTZ RD  
DUBLIN , OH 43017

---

**COVERAGE****LIMIT OF INSURANCE**

REAL PROPERTY

INCLUDED IN BLANKET LIMIT OF INSURANCE

PERSONAL PROPERTY

NOT COVERED

BUSINESS INCOME

INCLUDED IN BLANKET LIMIT OF INSURANCE

EARTH MOVEMENT (SCHEDULE A)

\$ 1,000,000

FLOOD (SCHEDULE I)

\$ 1,000,000

---

**DEDUCTIBLE****AMOUNT**

EARTH MOVEMENT

\$ 100,000

FLOOD

\$ 100,000

**ZURICH****Commercial Property Coverage Part Declarations****ZURICH AMERICAN INSURANCE COMPANY****NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**

From: 11/12/2019 To: 11/12/2020

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS**POLICY NUMBER:** CPO 6220911-06

---

**SUMMARY OF PREMISES**

---

**PREMISES #** 37**PREMISES ADDRESS**17 RIVER ST  
CHAGRIN FALLS , OH 44022

---

**COVERAGE**REAL PROPERTY  
PERSONAL PROPERTY  
BUSINESS INCOME  
EARTH MOVEMENT (SCHEDULE A)  
FLOOD (SCHEDULE I)**LIMIT OF INSURANCE**INCLUDED IN BLANKET LIMIT OF INSURANCE  
NOT COVERED  
INCLUDED IN BLANKET LIMIT OF INSURANCE  
\$ 1,000,000  
\$ 1,000,000

---

**DEDUCTIBLE****AMOUNT**EARTH MOVEMENT \$ 100,000  
FLOOD \$ 100,000



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**  
HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**  
From: 11/12/2019 To: 11/12/2020  
12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

---

### SUMMARY OF PREMISES

---

<b>PREMISES #</b>	38	<b>PREMISES ADDRESS</b>
		21945 CHAGRIN BLVD
		BEACHWOOD , OH 44122

---

<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 220,000
FLOOD (SCHEDULE I)	\$ 220,000

---

<b>DEDUCTIBLE</b>	<b>AMOUNT</b>
EARTH MOVEMENT	\$ 100,000
FLOOD	\$ 100,000

**ZURICH****Commercial Property Coverage Part Declarations****ZURICH AMERICAN INSURANCE COMPANY****NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**

From: 11/12/2019 To: 11/12/2020

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS**POLICY NUMBER:** CPO 6220911-06

---

**SUMMARY OF PREMISES**

---

**PREMISES #** 39**PREMISES ADDRESS**1920 NORTHWEST BLVD  
COLUMBUS , OH 43212

---

**COVERAGE**REAL PROPERTY  
PERSONAL PROPERTY  
BUSINESS INCOME  
EARTH MOVEMENT (SCHEDULE A)  
FLOOD (SCHEDULE I)**LIMIT OF INSURANCE**INCLUDED IN BLANKET LIMIT OF INSURANCE  
NOT COVERED  
INCLUDED IN BLANKET LIMIT OF INSURANCE  
\$ 752,000  
\$ 752,000

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**DEDUCTIBLE****AMOUNT**EARTH MOVEMENT \$ 100,000  
FLOOD \$ 100,000



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**  
HYDE PARK RESTAURANT GROUP

**POLICY PERIOD:**  
From: 11/12/2019 To: 11/12/2020  
12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS

**POLICY NUMBER:** CPO 6220911-06

---

### SUMMARY OF PREMISES

---

**PREMISES #** 40

**PREMISES ADDRESS**  
1615 OLD HENDERSON RD  
UPPER ARLINGTON, OH 43220

---

### COVERAGE

REAL PROPERTY  
PERSONAL PROPERTY  
BUSINESS INCOME  
EARTH MOVEMENT (SCHEDULE A)  
FLOOD (SCHEDULE I)

### LIMIT OF INSURANCE

INCLUDED IN BLANKET LIMIT OF INSURANCE  
NOT COVERED  
INCLUDED IN BLANKET LIMIT OF INSURANCE  
\$ 1,000,000  
\$ 1,000,000

---

### DEDUCTIBLE

EARTH MOVEMENT  
FLOOD

### AMOUNT

\$ 100,000  
\$ 100,000

**ZURICH****Commercial Property Coverage Part Declarations****ZURICH AMERICAN INSURANCE COMPANY****NAMED INSURED:**

HYDE PARK RESTAURANT GROUP

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MAILING ADDRESS**POLICY NUMBER:** CPO 6220911-06

---

**SUMMARY OF PREMISES**

---

**PREMISES #** 41**PREMISES ADDRESS**4695 95TH ST N  
ST PETERSBURG, FL 33708

---

**COVERAGE****LIMIT OF INSURANCE**

REAL PROPERTY

INCLUDED IN BLANKET LIMIT OF INSURANCE

PERSONAL PROPERTY

NOT COVERED

BUSINESS INCOME

INCLUDED IN BLANKET LIMIT OF INSURANCE

EARTH MOVEMENT (SCHEDULE A)

\$ 1,000,000

FLOOD (SCHEDULE I)

\$ 1,000,000

---

**DEDUCTIBLE****AMOUNT**

EARTH MOVEMENT

\$ 100,000

FLOOD

\$ 500,000

WIND AND HAIL—DIRECT DAMAGE  
AND TIME ELEMENT

\$ 250,000



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

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**BLANKET LIMITS OF INSURANCE**

---

**REAL PROPERTY AND PERSONAL PROPERTY BLANKET LIMIT OF INSURANCE** \$ 10,000,000

The above Limit of Insurance is the most we will pay for direct physical loss or damage in any one occurrence for all **"real property"** and **"personal property"** at **"premises"** for which the Limit of Insurance is shown as Included in Blanket Limit of Insurance. If **"real property"** or **"personal property"** coverage does not apply at any specific **"premises"**, the Limit of Insurance will show as Not Covered for those **"premises"**. If a more specific Limit of Insurance is shown for **"real property"** or **"personal property"** at a **"premises"**, that Limit of Insurance replaces, and is not in addition to, the Blanket Limit of Insurance.

**BUSINESS INCOME BLANKET LIMIT OF INSURANCE** \$ 10,000,000

The above Limit of Insurance is the most we will pay in any one occurrence for all loss of **"business income"** at **"premises"** for which the Limit of Insurance is shown as Included in Blanket Limit of Insurance. If **"business income"** coverage does not apply at any specific **"premises"**, the Limit of Insurance will show as Not Covered for those **"premises"**. If a more specific Limit of Insurance is shown for **"Business Income"** at a **"premises"**, that Limit of Insurance replaces, and is not in addition to, the Blanket Limit of Insurance.



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

**NAMED INSURED:**

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---

### ADDITIONAL COVERAGES -- LIMITS OF INSURANCE

---

Limits of Insurance applicable at a "**premises**" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "**premises**". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "**premises**". If any Additional Coverages do not apply at any specific "**premises**", the Limit of Insurance will show as Not Covered for those "**premises**".

COVERAGE	LIMIT OF INSURANCE
CIVIL AUTHORITY	
BUSINESS INCOME	30 DAYS
EXTRA EXPENSE	30 DAYS
CONSEQUENTIAL LOSS--NET LEASEHOLD INTEREST	\$ 25,000 PER PREMISES
CONSEQUENTIAL LOSS--TENANT'S IMPROVEMENTS AND BETTERMENTS	\$ 250,000 PER PREMISES
CONSEQUENTIAL LOSS--UNDAMAGED STOCK	\$ 250,000 PER PREMISES
CONTAMINATION BY A REFRIGERANT	\$ 25,000 PER PREMISES
CONTRACTUAL PENALTIES--BUSINESS INCOME	\$ 25,000 PER OCCURRENCE
DEBRIS REMOVAL--COVERED PROPERTY	COVERED
DEBRIS REMOVAL--SUPPLEMENTAL LIMIT	\$ 250,000 PER OCCURRENCE
DEBRIS REMOVAL--UNCOVERED PROPERTY	\$ 2,500 PER OCCURRENCE
DEFERRED PAYMENTS	\$ 50,000 PER OCCURRENCE



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

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**ADDITIONAL COVERAGES -- LIMITS OF INSURANCE**

---

Limits of Insurance applicable at a "**premises**" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "**premises**". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "**premises**". If any Additional Coverages do not apply at any specific "**premises**", the Limit of Insurance will show as Not Covered for those "**premises**".

COVERAGE	LIMIT OF INSURANCE
DEPENDENT BUSINESS INCOME-- UNSCHEDULED LOCATIONS	\$ 250,000 PER OCCURRENCE
ELECTRONIC VANDALISM	
DIRECT DAMAGE	\$ 25,000 ANNUAL AGGREGATE
BUSINESS INCOME	\$ 25,000 ANNUAL AGGREGATE
EXPEDITING EXPENSE	\$ 100,000 PER PREMISES
EXPENSE TO REDUCE LOSS--BUSINESS INCOME	COVERED
EXTENDED PERIOD OF INDEMNITY--BUSINESS INCOME	180 DAYS
EXTRA EXPENSE	\$ 25,000 PER PREMISES
FAIRS OR EXHIBITIONS	
PERSONAL PROPERTY	\$ 50,000 PER OCCURRENCE
BUSINESS INCOME	\$ 10,000 PER OCCURRENCE
FIRE DEPARTMENT SERVICE CHARGE	\$ 250,000 PER PREMISES
FIRE PROTECTIVE EQUIPMENT REFILLS	COVERED



## Commercial Property Coverage Part Declarations

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### ADDITIONAL COVERAGES -- LIMITS OF INSURANCE

Limits of Insurance applicable at a "**premises**" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "**premises**". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "**premises**". If any Additional Coverages do not apply at any specific "**premises**", the Limit of Insurance will show as Not Covered for those "**premises**".

**COVERAGE**

**LIMIT OF INSURANCE**

**INFLATION GUARD**

REAL PROPERTY

4 % ANNUAL

PERSONAL PROPERTY

4 % ANNUAL

**INGRESS/EGRESS**

BUSINESS INCOME

30 DAYS

EXTRA EXPENSE

30 DAYS

**LOCK AND KEY REPLACEMENT**

\$ 25,000 PER PREMISES

**MICROORGANISMS**

\$ 25,000 ANNUAL AGGREGATE

**MICROORGANISMS--BUSINESS INCOME**

\$ 25,000 ANNUAL AGGREGATE

**NEWLY ACQUIRED PREMISES**

REAL PROPERTY

\$ 1,000,000 FOR 180 DAYS

PERSONAL PROPERTY

\$ 1,000,000 FOR 180 DAYS

BUSINESS INCOME

\$ 250,000 FOR 180 DAYS

EXTRA EXPENSE

\$ 25,000 FOR 180 DAYS

THE ABOVE LIMITS APPLY SEPARATELY  
TO EACH NEWLY ACQUIRED PREMISES.

**NEWLY ACQUIRED PROPERTY**

REAL PROPERTY

\$ 250,000 PER PREMISES FOR 180 DAYS

PERSONAL PROPERTY

\$ 250,000 PER PREMISES FOR 180 DAYS



## Commercial Property Coverage Part Declarations

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### ADDITIONAL COVERAGES -- LIMITS OF INSURANCE

Limits of Insurance applicable at a "**premises**" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "**premises**". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "**premises**". If any Additional Coverages do not apply at any specific "**premises**", the Limit of Insurance will show as Not Covered for those "**premises**".

COVERAGE	LIMIT OF INSURANCE	
OFF-PREMISES SERVICE INTERRUPTION-- DIRECT DAMAGE	\$	100,000 PER PREMISES
OUTDOOR TREES, SHRUBS, PLANTS, OR LAWNS	\$	250,000 PER PREMISES
	\$	5,000 PER TREE, SHRUB, PLANT, OR LAWN
POLLUTANT CLEAN UP AND REMOVAL-- LAND AND WATER	\$	25,000 ANNUAL AGGREGATE PER PREMISES
PRESERVATION OF PROPERTY		180 DAYS
PROFESSIONAL FEES	\$	25,000 PER OCCURRENCE
REPORTED UNSCHEDULED PREMISES		
REAL PROPERTY		NOT COVERED
PERSONAL PROPERTY		NOT COVERED
BUSINESS INCOME		NOT COVERED
EXTRA EXPENSE		NOT COVERED
REWARD PAYMENTS	\$	25,000 PER OCCURRENCE
SALESPERSONS SAMPLES	\$	25,000 PER OCCURRENCE
SPOILAGE--EQUIPMENT BREAKDOWN	\$	100,000 PER PREMISES



## Commercial Property Coverage Part Declarations

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---

**ADDITIONAL COVERAGES – LIMITS OF INSURANCE**

---

Limits of Insurance applicable at a "**premises**" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "**premises**". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "**premises**". If any Additional Coverages do not apply at any specific "**premises**", the Limit of Insurance will show as Not Covered for those "**premises**".

**COVERAGE**

**LIMIT OF INSURANCE**

THEFT DAMAGE TO BUILDINGS

COVERED

**UNREPORTED PREMISES**

REAL PROPERTY	\$	100,000 PER UNREPORTED PREMISES
PERSONAL PROPERTY	\$	100,000 PER UNREPORTED PREMISES
BUSINESS INCOME	\$	10,000 PER UNREPORTED PREMISES
EXTRA EXPENSE	\$	10,000 PER UNREPORTED PREMISES



## Commercial Property Coverage Part Declarations

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### CRIME COVERAGE -- LIMITS OF INSURANCE

---

COVERAGE	LIMIT OF INSURANCE		
COMPUTER FRAUD	\$	25,000	PER OCCURRENCE
EMPLOYEE THEFT	\$	25,000	PER OCCURRENCE
FORGERY OR ALTERATION	\$	25,000	PER OCCURRENCE
FUNDS TRANSFER FRAUD	\$	25,000	PER OCCURRENCE
GUESTS' PROPERTY	\$	10,000	PER GUEST
	\$	10,000	PER OCCURRENCE
MONEY AND SECURITIES – INSIDE BUILDINGS	\$	25,000	PER OCCURRENCE
MONEY AND SECURITIES – OUTSIDE BUILDINGS	\$	25,000	PER OCCURRENCE
MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY	\$	5,000	PER OCCURRENCE



## Commercial Property Coverage Part Declarations

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### MARINE COVERAGE -- LIMITS OF INSURANCE

---

Limits of Insurance applicable at a "**premises**" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "**premises**". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "**premises**". If any Marine Coverages do not apply at any specific "**premises**", the Limit of Insurance will show as Not Covered for those "**premises**".

COVERAGE	LIMIT OF INSURANCE		
ACCOUNTS RECEIVABLE (REVENUE LOSS)	\$	250,000	PER PREMISES
ACCOUNTS RECEIVABLE (REVENUE LOSS) – AWAY FROM PREMISES	\$	250,000	PER OCCURRENCE
FINE ARTS	\$	25,000	PER PREMISES
FINE ARTS – AWAY FROM PREMISES	\$	25,000	PER OCCURRENCE
INSTALLATION AND SERVICE PROPERTY STOCK TO BE INSTALLED	\$	25,000	PER OCCURRENCE - INSTALLATION PREMISES
	\$	25,000	PER OCCURRENCE - TEMPORARY STORAGE LOCATION
	\$	25,000	PER OCCURRENCE - TRANSIT
TOOLS AND EQUIPMENT			
SCHEDULED EQUIPMENT			NOT COVERED
UNSCHEDULED TOOLS & EQUIPMENT	\$	1,000	PER ANY ONE ITEM
	\$	10,000	PER OCCURRENCE
Unscheduled tools and equipment coverage is intended for items valued at or less than the limit per any one item shown above. An item valued at more than this limit must be specifically scheduled or no coverage applies to that item.			
ORIGINAL INFORMATION PROPERTY	\$	250,000	PER PREMISES
ORIGINAL INFORMATION PROPERTY – AWAY FROM PREMISES	\$	250,000	PER OCCURRENCE
TRANSIT			
PERSONAL PROPERTY	\$	25,000	PER OCCURRENCE
BUSINESS INCOME	\$	10,000	PER OCCURRENCE



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

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---

**DEDUCTIBLES**

---

**GENERAL DEDUCTIBLES**

PROPERTY DEDUCTIBLE: \$ 25,000 PER OCCURRENCE

The above deductible applies to all loss, damage, cost, or expense covered by this Commercial Property Coverage Part, unless a specific coverage deductible is shown elsewhere on this Declarations or an endorsement.

BUSINESS INCOME WAITING PERIOD: 24 HOURS

The above waiting period applies to all loss or expense covered by Business Income coverage contained in this Commercial Property Coverage Part, unless a specific coverage deductible is shown elsewhere on this Declarations or an endorsement.

OFF-PREMISES SERVICE INTERRUPTION—  
TIME ELEMENT WAITING PERIOD: 24 HOURS

The above waiting period applies to all loss or expense covered by Off-Premises Service Interruption—Time Element coverage contained in this Commercial Property Coverage Part.

CRIME DEDUCTIBLE: \$ 5,000 PER OCCURRENCE

The above deductible applies to all loss or damage covered by Crime coverage contained in this Commercial Property Coverage Part, unless a specific coverage deductible is shown elsewhere on this Declarations or an endorsement.



## Commercial Property Coverage Part Declarations

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CPO 6220911-06

---

**DEDUCTIBLES**

---

**CATASTROPHE PERIL DEDUCTIBLES:**

**EARTH MOVEMENT DEDUCTIBLES**

Loss or damage to Covered Property caused by **"earth movement"** is subject to separate deductible amounts. The deductibles applicable to **"earth movement"** are stated in the Summary of Premises section of this Declarations for that specific **"premises"**. If the Earth Movement coverage applies to loss or damage at **"reported unscheduled premises"**, the deductible amounts for **"reported unscheduled premises"** are stated on the Catastrophe Coverage – Limits of Insurance and Deductibles section of this Declarations.

The Earth Movement Deductibles only apply to loss or damage that, but for the application of the Deductibles, would be paid by us under this Commercial Property Coverage Part.

**FLOOD DEDUCTIBLES**

Loss or damage to Covered Property caused by **"flood"** is subject to separate deductible amounts. The deductibles applicable to **"flood"** are stated in the Summary of Premises section of this Declarations for that specific **"premises"**. If the Flood coverage applies to loss or damage at **"reported unscheduled premises"**, the deductible amounts for **"reported unscheduled premises"** are stated on the Catastrophe Coverage – Limits of Insurance and Deductibles section of this Declarations.

The Flood Deductibles only apply to loss or damage that, but for the application of the Deductibles, would be paid by us under this Commercial Property Coverage Part.



## Commercial Property Coverage Part Declarations

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**DEDUCTIBLES**

---

**WIND AND HAIL DEDUCTIBLES**

Loss or damage to Covered Property caused by wind or hail is subject to separate deductible amounts. The deductibles applicable to wind and hail are stated in the Summary of Premises section of this Declarations for that specific **"premises"**. If the Wind and Hail Deductibles apply to loss or damage at **"reported unscheduled premises"**, the deductible amounts for **"reported unscheduled premises"** are stated on the Catastrophe Coverage – Limits of Insurance and Deductibles section of this Declarations.

The Wind and Hail Deductibles only apply to loss or damage that, but for the application of the Deductibles, would be paid by us under this Commercial Property Coverage Part.



## Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

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### CATASTROPHE COVERAGE – LIMITS OF INSURANCE AND DEDUCTIBLES

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Catastrophe Coverages shown below apply only at those "**premises**" that show an applicable Limit of Insurance for that Catastrophe Coverage in the Summary of Premises section of this Declarations. If coverage applies at "**reported unscheduled premises**", those Limits of Insurance and Deductibles are shown below.

CATASTROPHE COVERAGE	LIMITS OF INSURANCE AND DEDUCTIBLES
EARTH MOVEMENT (SCHEDULE A)	
PREMISES	SEE SUMMARY OF PREMISES SECTION
OCCURRENCE	\$ 1,000,000
ANNUAL AGGREGATE	\$ 1,000,000
DEDUCTIBLE	SEE SUMMARY OF PREMISES SECTION
FLOOD (SCHEDULE I)	
PREMISES	SEE SUMMARY OF PREMISES SECTION
OCCURRENCE	\$ 1,000,000
ANNUAL AGGREGATE	\$ 1,000,000
DEDUCTIBLE	SEE SUMMARY OF PREMISES SECTION
WIND AND HAIL—DIRECT DAMAGE AND TIME ELEMENT DEDUCTIBLE	SEE SUMMARY OF PREMISES SECTION



## Commercial Property Coverage Part Declarations

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**SPECIAL CONDITIONS**

---

SPOILAGE DEDUCTIBLE \$5,000



## Commercial Property Coverage Part General Provisions

**IMPORTANT INFORMATION ABOUT THIS COMMERCIAL PROPERTY COVERAGE PART. PLEASE READ IT CAREFULLY.**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and what is not covered.

### DEFINITIONS AND MEANINGS

Throughout this Commercial Property Coverage Part, the words "you" and "your" refer to the Named Insured shown on the Commercial Property Coverage Part Declarations. The words "we", "us", and "our" refer to the Company providing this insurance coverage.

The word "occurrence" includes all losses or damages that are attributable directly or indirectly to one cause or a series of similar causes. All such losses or damages will be treated as one occurrence. However, if occurrence is specifically defined in a Coverage Form, that definition applies to the insurance provided by that Coverage Form and any endorsements to that Coverage Form.

For purposes of this Commercial Property Coverage Part:

- a. Covered Property is the property that is insured for loss or damage under the applicable Coverage Forms or endorsements.
- b. Covered Income is the income that is insured for loss under the applicable Coverage Forms or endorsements.

Other words and phrases that appear in bold and in quotation marks, or in quotation marks only, have special meaning. You will find these definitions in the Commercial Property Definitions, Coverage Forms, and in endorsements to the Coverage Forms.

Words or phrases that are not defined are intended to have their ordinary or common meaning. Disputes concerning the meaning of words or phrases will be resolved using the most recently published version of Webster's Unabridged Dictionary.

Unless otherwise stated, words that are used in the plural tense include the singular tense (and vice versa).

### FORMS

In addition to these General Provisions, the Commercial Property Coverage Part contains the Common Policy Conditions, Commercial Property Conditions, Commercial Property Definitions, and various Coverage Forms and endorsements as shown on the Property Forms and Endorsements Section of the Schedule of Forms and Endorsements. Some forms and endorsements may refer to other Coverage Forms, but you only have coverage under a particular Coverage Form if it is shown on the Property Forms and Endorsements Section of the Schedule of Forms and Endorsements. Similarly, even if the Property Forms and Endorsements Section of the Schedule of Forms and Endorsements shows that you have a

Coverage Form, you will not have coverage for each coverage and optional coverage mentioned in that Coverage Form unless they are shown on the Commercial Property Coverage Part Declarations.

## DEDUCTIBLES

If a deductible applies, it is described in the applicable Coverage Form or endorsement. The amount of the deductible to be applied is shown on the Summary of Premises, Deductibles, or Catastrophe Coverage - Limits of Insurance and Deductibles sections of the Commercial Property Coverage Part Declarations.

Unless otherwise stated in a Coverage Form or endorsement, if more than one deductible applies, we will apply each deductible separately. Except for covered loss or damage due to **"earth movement"**, **"flood"**, or **"named storm"**, or to wind or hail when a separate Wind Deductible or Wind and Hail Deductible is applicable, the total of all deductible amounts applied will not exceed the highest applicable deductible for loss or damage to Covered Property and the highest applicable deductible for loss under **"time element coverage"**.

Loss or damage to Covered Property caused by **"earth movement"**, **"flood"**, **"named storm"**, water damage, theft and wind or hail may be subject to separate deductible amounts. The Summary of Premises section of the Commercial Property Coverage Part Declarations identify the **"premises"** subject to the separate deductibles and the deductible amounts. If the Earth Movement Deductibles, Flood Deductibles, Named Storm Deductibles, or Wind and Hail Deductibles apply to loss or damage at **"reported unscheduled premises"**, to **"contractor's equipment"** away from **"premises"**, or to **"installation property"** away from **"premises"**, the deductible amounts are stated on the Catastrophe Coverage - Limits of Insurance and Deductibles section of the Commercial Property Coverage Part Declarations.

The Earth Movement Deductibles, Flood Deductibles, Named Storm Deductibles, Wind Deductibles, and Wind and Hail Deductibles only apply to loss or damage that, but for the application of the Deductibles, would be paid by us under this Commercial Property Coverage Part.



# Commercial Property Conditions

## Table of Contents

<b><u>Conditions</u></b>	<b><u>Page No.</u></b>
Abandonment .....	1
Appraisal .....	1
Concealment, Misrepresentation, or Fraud .....	1
Conformity to Statute .....	1
Control of Property .....	2
Duties in the Event of Loss or Damage.....	2
Insurance Under Two or More Coverages .....	2
Legal Action Against Us .....	2
Liberalization .....	3
Loss Payment .....	3
Mortgageholders .....	4
No Benefit to Bailee .....	4
Other Insurance .....	5
Policy Period, Coverage Territory.....	5
Recovered Property .....	6
Suspended Equipment .....	6
Transfer of Rights of Recovery Against Others to Us .....	6



## Commercial Property Conditions

This Commercial Property Coverage Part is subject to the following conditions as well as the Common Policy Conditions.

### A. ABANDONMENT

There can be no abandonment of any property to us.

### B. APPRAISAL

If we and you disagree on the value of the property or the amount of the loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent, disinterested, and impartial appraiser who has no direct or indirect financial interest in the claim. The two appraisers will select an umpire. If they cannot agree, either may request that selection of an umpire be made by a judge of a court having jurisdiction. The appraisers will state separately the value of each item of lost or damaged property as of the date of loss and amount of loss in accordance with the Valuation provisions of the applicable Coverage Form or, if not stated, the **"actual cash value"** and **"replacement cost"**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim in whole or in part, based on the terms and conditions of the policy.

### C. CONCEALMENT, MISREPRESENTATION, OR FRAUD

This policy is void in any case of fraud by you or any other insured as it relates to this Commercial Property Coverage Part at any time before or after a loss. It is also void as to you or any other insured, and we will not pay you or any other insured, if you or any other insured, at any time before or after a loss, intentionally conceal or misrepresent a material fact concerning:

1. The insurance provided by this policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under the policy.

### D. CONFORMITY TO STATUTE

Terms of this Commercial Property Coverage Part that are in conflict with the statutes of the state in which this policy is issued are hereby amended to conform to such statutes.

## E. CONTROL OF PROPERTY

Breach of any provision contained in the Commercial Property Conditions or Common Policy Conditions by any person, other than you, beyond your direction or control will not affect this insurance.

The breach of any provision contained in the Commercial Property Conditions or Common Policy Conditions at any one or more locations will not affect coverage at any location where, at the time of loss or damage, there was no breach.

## F. DUTIES IN THE EVENT OF LOSS OR DAMAGE

1. You must see that the following are done in the event of loss or damage to Covered Property:

- a. Notify the police if a law may have been broken.
- b. Give us prompt notice of the loss or damage, including a description of the property involved.
- c. As soon as possible, give us a description of how, when, and where the loss or damage occurred.
- d. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a **"covered cause of loss"**. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- e. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values, and amount of loss claimed.
- f. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also, permit us to take samples of damaged and undamaged property for inspection, testing, and analysis, and permit us to make copies from your books and records.

- g. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
  - h. Cooperate with us in the investigation or settlement of the claim.
2. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
3. Failure of an agent or one of your employees, other than an officer, partner, manager, **"member"**, director, trustee, proprietor, or risk management employee, to notify us of any loss or damage that they know about will not affect the insurance afforded you by this Commercial Property Coverage Part.

## G. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

## H. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Commercial Property Coverage Part unless:

1. All of its terms have been fully complied with; and
2. The action is brought within 2 years after the date on which the loss or damage commenced.

#### I. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Commercial Property Coverage Part, without additional premium and within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Commercial Property Coverage Part.

#### J. LOSS PAYMENT

The following apply unless otherwise provided in a Coverage Form in this Commercial Property Coverage Part:

1. In the event of loss or damage covered by this Commercial Property Coverage Part, at our option, we will either:
  - a. Pay the amount of the loss or damage;
  - b. Pay the cost of repairing or replacing the lost or damaged property;
  - c. Take all or any part of the property at an agreed or appraised value; or
  - d. Repair, rebuild, or replace the property with other property of like kind and quality.

We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

2. If we elect to exercise option 1.c. with respect to any branded or labeled **"merchandise"** or **"finished stock"**, you may:
  - a. Stamp salvage on the **"merchandise"** or **"finished stock"**, or its containers, if the stamp will not physically damage the **"merchandise"** or **"finished stock"**; or
  - b. Remove the brands or labels, if doing so will not physically damage the **"merchandise"** or **"finished stock"**. You must relabel the **"merchandise"** or **"finished stock"**, or its containers, to comply with the law.

We will assume the cost of stamping or removal and charge it to salvage expense.

3. We will not pay you more than your financial interest in the Covered Property.
4. This Commercial Property Coverage Part provides no rights or benefits to any other person or organization, unless otherwise provided. Any claim for loss that is covered under this Commercial Property Coverage Part must be presented by you. At our option, we may adjust the loss with the owners of lost or damaged property if other than you. If we pay the owners, such payment will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
5. We may elect to defend you against suits arising from claims of owners of Covered Property. We will do this at our expense.
6. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Commercial Property Coverage Part and:
  - a. We have reached agreement with you on the amount of the loss; or
  - b. An appraisal award has been made.

7. The first Named Insured shown on the Declarations will be the payee for any payment of claims that we may make with respect to this Commercial Property Coverage Part, subject to the Mortgageholders Condition below and any endorsements. However, our payment for loss or damage to **"personal property of others"** may be to the account of the owner of the property.

#### K. MORTGAGEHOLDERS

1. Mortgageholder includes trustee.
2. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown on the Declarations in their order of precedence, as interests may appear.
3. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
4. If we deny your claim because of your acts or because you have failed to comply with the terms of this Commercial Property Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - a. Pays the premium due under this Commercial Property Coverage Part at our request if you have failed to do so;
  - b. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
  - c. Has notified us of any change in ownership, occupancy, or substantial change in risk known to the mortgageholder.

All of the terms of this Commercial Property Coverage Part will then apply directly to the mortgageholder.

5. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Commercial Property Coverage Part:
  - a. The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - b. The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

6. If we cancel the policy, we will give written notice to the mortgageholder at least:
  - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
7. If we elect not to renew the policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

#### L. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

#### **M. OTHER INSURANCE**

1. If you have other insurance subject to the same plan, terms, conditions, and provisions as the insurance under this Commercial Property Coverage Part, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Commercial Property Coverage Part bears to the sum of all the Limits of Insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in Paragraph 1. above, we will pay only the least of the following amounts:
  - a. Any Limit of Insurance applicable to the Covered Property that has sustained such loss or damage;
  - b. The amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not, without application of any deductible amounts contained elsewhere in this Commercial Property Coverage Part; or
  - c. The amount we would have paid had such other insurance not existed.
3. Paragraphs 1. and 2. above do not apply to other insurance that is purchased as insurance in excess of the Limit of Insurance under this Commercial Property Coverage Part.

#### **N. POLICY PERIOD, COVERAGE TERRITORY**

Under this Commercial Property Coverage Part:

1. We cover loss or damage which happens:
  - a. During the policy period shown on the Declarations; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions); and
  - b. Puerto Rico.
3. When this Commercial Property Coverage Part provides coverage for property in transit:
  - a. The coverage territory is extended to Canada for property in transit as long as the origin or destination is included in 2. above, except when property is being transported by a vessel.
  - b. The coverage territory is extended to everywhere else in the world for property while being transported by an aircraft, as long as either the origin or destination is included in 2. above and neither the origin nor the destination is in any country upon which the United States government has imposed sanctions, embargoes or similar prohibitions.
4. If the property is in transit by a vessel that originated outside the coverage territory included in 2. above, then coverage commences when the property has been fully discharged from the vessel onto a point within the coverage territory.
5. If the property is in transit by a vessel with a destination outside the coverage territory included in 2. above, then coverage ends when the property has been loaded on board the vessel.
6. For the Fairs or Exhibitions Additional Coverage, the Coverage Territory is extended to Canada.

#### O. RECOVERED PROPERTY

1. If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may do one of the following:
  - a. Keep the loss payment and transfer the recovered property to us; or
  - b. Keep the recovered property and return the loss payment to us. If you do this, we will pay for the recovery expenses and the expense to repair the recovered property up to the applicable Limit of Insurance.
2. The amount of loss can be reduced by any salvage recovery through the sale of the damaged Covered Property.
  - a. If, following a loss, a recovery is made from the sale of damaged Covered Property and your claim has not yet been paid, we will be entitled to this salvage recovery until we have recovered our salvaging fees and expenses. The balance of the salvage recovery will be paid to you and the amount of your loss settlement will be reduced by this balance.
  - b. If your claim has already been paid when a salvage recovery is made, we will be entitled to the salvage proceeds until we have recovered the difference between the amount we paid you for your claim and the amount we would have paid you had the salvage recovery been handled in accordance with a. above. Any balance of the salvage recovery will then be promptly refunded to you.

#### P. SUSPENDED EQUIPMENT

We, or any of our representatives, have the right to declare property to be **"suspended equipment"** when the property is found to be in, or exposed to, a dangerous condition, provided we have:

1. Told you of the dangerous condition immediately upon discovering it and informed you of its designation as **"suspended equipment"**; and
2. Mailed or delivered a written notice of such condition and designation, within 24 hours of the discovery, which notice is mailed or delivered to:
  - a. Your last known address; or
  - b. The address where said object is located.

Any designation of **"suspended equipment"** can only be rescinded, in writing, by endorsement to this Commercial Property Coverage Part.

Any designation of **"suspended equipment"** will result in your receiving a pro rata refund of premium you paid for the coverage of that property under this Commercial Property Coverage Part. However, any designation of **"suspended equipment"** will be in effect if we have not yet made or offered the refund.

#### Q. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Commercial Property Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and cooperate with our efforts to recover our payment and must do nothing after loss to impair our rights. But you may, without restricting your coverage, waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at the time of loss, that party is one of the following:

- a. Someone insured under this Commercial Property Coverage Part;
- b. A business firm owned or controlled by you;
- c. A business firm, or an individual, that owns or controls you; or
- d. Your tenant.

Any recovery as a result of subrogation proceedings arising out of a covered loss, net of fees (including legal fees) and expenses we incur in such subrogation proceedings, will be shared with you in the following manner:

1. We will add the amount of any deductible you incurred to the amount of any other provable uninsured loss you incurred. This is your interest.
2. We will determine the proportion your interest bears to the entire provable loss (both insured and uninsured). This is your pro rata share.
3. We will reimburse to you your pro rata share of the recovery after deduction, from the total recovery, of recovery expenses paid by us and after deduction of any legal fees paid by us. We will retain the balance. We will not owe you any amount for any legal fees or any expenses incurred by you in furtherance of any recovery unless those fees or expenses are approved by us in writing and in advance of your incurring those fees or expenses.



## Commercial Property Definitions

1. **"Accounts receivable records"** means accounting records you use to document the billing and collection of **"money"** due from your customers, regardless of what material it is inscribed, printed, written, or recorded upon.
2. **"Actual cash value"** means **"replacement cost"** reduced by each of the following:
  - a. Physical deterioration;
  - b. Depreciation;
  - c. Obsolescence;
  - d. Depletion;
  - e. Non-conformity to codes, ordinances, regulations, or statutes; and
  - f. The cost to reconstruct or remodel undamaged portions of **"real property"**.

But in no event will **"actual cash value"** be higher than the **"market value"**.

3. **"Amount you actually spend"** means:
  - a. The total payments you make to an entity you do not own or operate at the time of loss or damage to repair the damaged **"real property"** or **"personal property"**; and
  - b. For goods and services provided by entities you own or operate at the time of loss or damage to repair the damaged **"real property"** or **"personal property"**:
    - 1) Direct payroll cost, excluding fixed payroll, for labor directly chargeable to the repair, rebuilding, or replacement of the damaged property;
    - 2) **"Replacement cost"** for your **"merchandise"** used in the repair, rebuilding, or replacement of the damaged property;
    - 3) Regular cash selling price, less any discounts and expenses you otherwise would have had, for your **"finished stock"** used in the repair, rebuilding, or replacement of the damaged property; and
    - 4) **"Replacement cost"** for your property other than **"merchandise"** or **"finished stock"** used in the repair, rebuilding, or replacement of the damaged property if replaced within 24 months, otherwise your original cost.
4. **"Banking premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
5. **"Business income"** means:
  - a. **"Net income"**; plus
  - b. **"Continuing expenses"**.

6. **"Cessation of work"** means any period of time when your business activities have ceased.

**"Cessation of work"** does not mean:

- a. Any period of time during which your business activities would not normally have been conducted, such as weekends or holidays;
- b. Seasonal activity planned in advance;
- c. Schedule delays due to weather; or
- d. Labor actions beyond your control.

7. **"Cloud facility"** means a data center(s) owned and operated by others whom you depend on to provide **"information technology services"**.

8. **"Computer systems"** means:

- a. Computer hardware, software, and electronic data;
- b. Input and output devices;
- c. Data storage devices;
- d. Networking equipment and components;
- e. Firmware; and
- f. Electronic backup facilities, including systems accessible through the internet, intranets, or virtual private networks.

9. **"Contaminant"** means any substance that creates an impurity when it mixes with or comes into contact with another substance.

10. **"Continuing expenses"** means:

- a. Your continuing normal operating expenses including, but not limited to:
  - 1) Payroll;
  - 2) Rental payments as tenants; and
  - 3) Factory overhead; and
- b. Charges, which are the legal obligations of your tenants and have not been satisfied, and which are now your obligation.

**"Continuing expenses"** does not mean:

- a. **"Extra expense"**;
- b. Expediting expense;
- c. **"Research and development continuing expenses"**;

- d. Any charges or expenses that do not necessarily continue during the **"period of restoration"** or **"extended period of indemnity"**; or
- e. Bad debts.

11. **"Contractor's employees' property"** means tools and clothing owned by your officers, directors, partners, **"managers"**, **"members"**, or employees (including leased or temporary employees).

12. **"Contractor's equipment"** means:

- a. Equipment, tools, machinery, and other mechanical and electrical devices of a mobile nature used for contracting, installation, erection, repair, or moving operations or projects;
- b. Self-propelled vehicles designed and used primarily to carry mounted equipment;
- c. Vehicles designed for highway use that are unlicensed and not operated on public roads; and
- d. Watercraft, marine floats, or barges less than 26 feet long,  
owned by you or owned by others in your care, custody, or control.

**"Contractor's equipment"** does not mean:

- a. Contraband or property in the course of illegal transportation or trade;
- b. Aircraft;
- c. Railroad cars;
- d. Temporary or permanent forms, shoring, scaffolding, or falsework;
- e. **"Contractor's employees' property"**; or
- f. Recreational watercraft.

13. **"Contributing locations"** means locations owned and operated by others who:

- a. You depend on to deliver materials or services directly to you, or to others under your contract of sale; or
- b. Pay you royalties, licensing fees, or commissions under written agreements.

**"Contributing locations"** does not mean:

- a. Locations owned and operated by others who you depend upon to provide only power, communications, or other utility services to you; or
- b. **"Manufacturing locations"**.

14. **"Covered cause of loss"** means a fortuitous cause or event, not otherwise excluded, which actually occurs during this policy period.

**"Covered cause of loss"** does not mean:

- a. A fortuitous cause or event, whether or not excluded, which actually occurred prior to this policy period, regardless of the date on which it first becomes manifest or is first discovered; or

b. Damage.

15. **"Defective materials"** means materials which are broken, inadequate, improper, faulty, flawed, improperly specified, contaminated, unfit for the purpose intended, or which contain a latent defect.

16. **"Denial of service"** means the direction of a high volume of inquiries to web site or e-mail destinations, effectively denying or limiting legitimate access, whether or not known to you.

17. **"Dependent premises"** means the following types of locations:

- a. **"Contributing locations";**
- b. **"Recipient locations";**
- c. **"Manufacturing locations";** and
- d. **"Leader locations".**

If the location is described by an address only, it includes the area associated with that address in which you or the occupant are legally entitled to conduct **"operations"** and includes that area extending 1,000 feet beyond that address.

If the location is described by an address and further described by geographic boundaries, only the area within such boundaries, and within 1,000 feet thereof, is included.

**"Dependent premises"** does not mean any of the above locations within any country in which the United States government or Canadian government have imposed sanctions, embargoes, or similar prohibitions.

18. **"Duplicate information property"** means recorded information in any format which can either be copied from an existing original or duplicate or replaced by purchasing an existing duplicate that is available for sale, including any material it is recorded upon.

**"Duplicate information property"** does not mean:

- a. **"Stock";**
- b. **"Fine arts";**
- c. **"Money";**
- d. **"Securities";** or
- e. **"Electronic data processing hardware".**

19. **"Earth movement"** means earthquake or other seismic activity, rising or shifting of earth (including frost heaves), or subsidence other than **"sinkhole collapse"**.

**"Earth movement"** does not mean landslide, avalanche, or volcanic eruption, explosion or effusion, or tsunami.

20. **"Electronic data processing hardware"** means:

- a. A network of electronic components capable of accepting information and processing it according to a plan and which exists primarily to generate information in tangible form or on electronic media, as well as air conditioning equipment and fire protection equipment used exclusively for data processing operations;
- b. Telephone equipment; or

c. Facsimile equipment.

**"Electronic data processing hardware"** does not mean computers, devices, or components which:

- a. Exist primarily to control or operate machinery or equipment or to produce **"stock in process"** or **"finished stock"**; or
- b. Are **"stock"**.

21. **"Electronic vandalism"** means:

- a. Willful or malicious electronic alteration, manipulation, tampering, or destruction of **"accounts receivable records"**, **"duplicate information property"**, **"electronic data processing hardware"**, **"original information property"**, or **"research and development property"**;
- b. Introduction of a virus, code, or similar instruction that disrupts the normal operation of **"electronic data processing hardware"** and may destroy, alter, contaminate, or compromise the integrity, quality, or performance of **"accounts receivable records"**, **"duplicate information property"**, **"electronic data processing hardware"**, **"original information property"**, or **"research and development property"**;
- c. Unauthorized viewing, copying, or use of any electronic **"accounts receivable records"**, **"duplicate information property"**, **"original information property"**, or **"research and development property"**; and
- d. **"Denial of service"**.

22. **"Equipment breakdown cause of loss"** means any of the following:

- a. Artificially generated electrical current, including electrical arcing, that injures or disturbs electrical devices, wiring, or equipment;
- b. Explosion, rupture, or bursting of steam boilers, steam pipes, steam engines, steam turbines, gas turbines, or apparatus attached to and forming a part thereof, when owned, operated, or controlled by you; except for explosion of accumulated gases or fuel within the furnace of any fired vessel, other than gas turbines, or within the flues or passages through which the products of combustion pass;
- c. Any condition or event inside steam boilers, steam pipes, steam engines, steam turbines, gas turbines, or apparatus attached to and forming a part thereof, when owned, operated, or controlled by you; except for explosion of accumulated gases or fuel within the furnace of any fired vessel, other than gas turbines, or within the flues or passages through which the gases of combustion pass;
- d. Any condition or event, other than an explosion, inside hot water boilers, other water heating equipment, engines other than steam engines, or pressure vessels when owned, operated, or controlled by you; and
- e. Mechanical or machinery breakdown, including rupture or bursting caused by centrifugal force, of property owned, operated, or controlled by you.

23. **"Extended period of indemnity"** means the period of time that begins on the date the **"period of restoration"** ends and ends on the earlier of:

- a. The date your gross sales, including rental income, are restored to the amount that would have existed if no direct physical loss or damage occurred; or
- b. The date calculated by adding the number of days shown on the Declarations for Extended Period of Indemnity-- Business Income to the date the **"period of restoration"** ended.

**"Extended period of indemnity"** does not mean **"research and development extended period of indemnity"**.

**24. "Extra expense"** means operating expenses you incur during the **"period of restoration"** that would not have been necessary to incur if there had been no direct physical loss or damage to the property, provided such expenses are incurred:

- a. In an attempt to avoid a **"suspension"** of or to continue those **"operations"** which have been affected by the direct physical loss or damage to the property; or
- b. In an attempt to minimize the **"period of restoration"**.

**"Extra expense"** does not mean:

- a. Costs incurred to purchase **"merchandise"** as a replacement for your **"finished stock"**;
  - b. **"Continuing expenses"** or **"research and development continuing expenses"**;
  - c. Costs to repair, rebuild, or replace any property, or research or restore **"original information property"**; or
  - d. Amounts incurred on financing or investment activity conducted for your own account.
- 25. "Fine arts"** means paintings, etchings, pictures, tapestries, and other bona fide works of art, rarity, historical value, or artistic merit such as rugs, statuary, marbles, bronzes, antiques, furniture, rare books, antique silver, manuscripts, porcelains, rare glass, and bric-a-brac.
- 26. "Finished stock"** means **"goods you have manufactured"** which are completed and ready for packing, shipment, installation, or sale.

**"Finished stock"** does not mean **"goods you have manufactured"** which are completed and ready for packing, shipment, installation, or sale on a **"premises"** or **"reported unscheduled premises"** of any retail outlet at which you are insured by Business Income Insurance.

**27. "Flood"** means a general and temporary condition of partial or complete inundation of land areas from:

- a. The overflow, or the expansion beyond normal boundaries, of inland or tidal waters, including natural or man-made lakes, reservoirs, ponds, brooks, rivers, streams, harbors, oceans, or any other body of water or watercourse;
  - b. Waves or tides, including tsunami;
- or their spray, whether driven by wind or not.

**28. "Fungus"** means any type or form of fungus, mold, or mildew and any mycotoxins, spores, scents, or by-products produced or released by fungi.

**29. "Goods you have manufactured"** means:

- a. Goods manufactured at a location you own or operate; and
- b. Goods manufactured at a location that you do not own or operate, provided:
  - 1) You contracted for the goods to be manufactured exclusively for you; and
  - 2) You are the owner or licensee of the design, patent, trademark, or copyright for the goods.

30. **"Green roofing systems"** means environmentally friendly roof coverings as defined by the LEED® Green Building Rating System™ of the U.S. Green Building Council or any other trees, shrubs, plants, grass, or lawns and other landscaping materials which are part of a vegetated roof.

31. **"Gross leasehold interest"** means:

- a. The monthly rental value of the **"premises"** or **"reported unscheduled premises"** you rent or lease on the date the direct physical loss or damage occurs; minus
- b. The actual monthly rent you pay, including taxes, insurance, janitorial, or other services you pay as part of the rent.

Example:

Monthly rental value of your leased <b>"premises"</b> :	\$1,000
Monthly rent including taxes, insurance, janitorial, or other services that you pay for as part of the rent:	- \$700
<b>"Gross leasehold interest"</b>	\$300

32. **"Improvements and betterments"** means fixtures, alterations, installations, or additions:

- a. Comprising a part of the building you occupy as a tenant but do not own;
- b. Made or acquired at your expense exclusive of rent paid by you or for which you are legally required by written contract to insure; and
- c. Which you cannot remove legally.

33. **"Information technology services"** means technology services provided under a written contract consisting of:

- a. Maintaining, managing, or controlling **"computer systems"**;
- b. Hosting or facilitating your internet website or web application(s); and
- c. Other related technology services.

**"Information technology services"** does not mean video, voice, or data communication services.

34. **"Installation property"** means materials, supplies, equipment, and machinery, and any other similar property owned by you or owned by others, which are in your care, custody, or control, that you are contractually responsible for, which are intended to become a permanent part of an **"installation or service premises"**.

**"Installation property"** does not mean **"landscaping materials"** or land.

35. **"Installation or service premises"** means a location that is not owned, leased, or operated by you, at which you are installing, constructing, or servicing property.

**"Installation or service premises"** does not mean a **"rigging premises"**.

36. **"Landscaping materials"** means trees, shrubs, plants, grass, lawns, and other landscaping materials, including **"green roofing systems"** owned by you or owned by others, which are in your care, custody, or control that you are contractually responsible for, and intended to become a permanent part of an **"installation or service premises"**.

**"Landscaping materials"** does not mean trees, shrubs, plants, grass, lawns, or other landscaping materials or **"green roofing systems"** that exist as a permanent part of an **"installation or service premises"** prior to the start of the project.

37. **"Leader locations"** means locations owned and operated by others who you depend on to attract customers to your business.
38. **"Malfunction"** means any abnormal or imperfect function, including the failure to function, of machinery, systems, apparatus, or equipment.
39. **"Manager"** means a person elected by the **"members"** to direct the limited liability company's business affairs.
40. **"Manufacturing locations"** means locations owned and operated by others who you depend on to manufacture products for delivery to your customers under contract of sale.
41. **"Market value"** means the price which the property might be expected to realize if offered for sale in a fair market on the date of loss or damage.
42. **"Member"** means an owner of a limited liability company represented by its membership interest, who also may serve as a **"manager"**.
43. **"Merchandise"** means:
- a. Goods held for sale or installation by you which are not **"goods you have manufactured"**; and
  - b. **"Goods you have manufactured"** which are completed and ready for packing, shipment, installation, or sale on a **"premises"** or **"reported unscheduled premises"** of any retail outlet at which you are insured by Business Income Insurance.
44. **"Microorganism"** means any type or form of organism of microscopic or ultramicroscopic size including, but not limited to, **"fungus"**, wet or dry rot, virus, algae, or bacteria, or any by-product.
45. **"Mistake"** means any act or decision, whether intentional or negligent, including the failure to act or decide, of any person, group, organization, or governmental body which creates or allows a result which is unexpected, inadequate, defective, faulty, or otherwise unsuitable for the intended purpose.
46. **"Money"** means:
- a. Currency, coins, bullion, or bank notes, whether or not in current use; and
  - b. Travelers checks, register checks, food stamps, and money orders held for sale to the public.
47. **"Monthly leasehold interest"** means the original costs you paid for:
- a. Bonus Payments – **"Money"** you originally paid to acquire your lease, but not including rent, prepaid rent, or security; and
  - b. Prepaid Rent - Advance rent you paid that will not be refunded to you, other than periodic rental payments, divided by the number of months left in your lease at the time of the expenditure.

Example:

Original cost of Bonus Payment	\$4,000
With 20 months left in the lease at the time of Bonus Payment	+20
<b>"Monthly leasehold interest"</b>	<b>\$200</b>

48. **"Net income"** means the net profit or loss, including rental income from tenants, that would have been earned or incurred before taxes.

49. **"Net leasehold interest"** means the sum of:

- a. The net present value of your **"gross leasehold interest"** for each remaining month of your lease, discounted at the Prime Rate prevailing on the date the direct physical loss or damage occurs, rounded to the nearest whole number; plus
- b. Your **"monthly leasehold interest"** times the number of months left in your lease on the date direct physical loss or damage occurs, rounded to the nearest whole number.

Example:

With 20 months left in lease and 10% Prime Rate:

<b>"Gross leasehold interest"</b>	<b>\$300</b>
Net Present Value Factor x 18.419 for 20 months	X 18.419
Subtotal a.	<b>\$5,526</b>
<b>"Monthly leasehold interest"</b>	<b>\$200</b>
With 20 months left in lease	x 20
Subtotal b.	<b>\$4,000</b>
<b>"Net leasehold interest"</b>	
Subtotal a. + Subtotal b.	<b>\$9,526</b>

50. **"Newly acquired premises"** means a permanently fixed location you own, lease, rent, or control. The location becomes a **"newly acquired premises"** on the later of:

- a. The date you obtain possession or control of the location; or
- b. The date **"real property"** or **"personal property"** in which you have an insurable interest is first placed at the location.

**"Newly acquired premises"** does not mean:

- a. A **"premises"**;
- b. An **"unreported premises"**;
- c. A **"reported unscheduled premises"**;
- d. A fair or exhibition;

- e. An **"installation or service premises"**;
- f. A **"rigging premises"**; or
- g. A **"temporary storage location"**.

51. **"Off-premises service interruption"** means the interruption of power or other utility services supplied to a covered location, however caused, if the interruption takes place away from the covered location.

52. **"Operations"** means:

- a. Your business activities occurring at the covered location prior to the physical loss or damage; and
- b. The covered location is tenantable prior to the physical loss or damage.

**"Operations"** does not mean:

- a. The activities of those with whom you do business;
- b. Investing or financing activities conducted for your own account; or
- c. **"Research and development operations"**.

53. **"Original information property"** means recorded information in any format which cannot be copied from an existing original or duplicate or replaced by purchasing an existing duplicate that is available for sale, including any material it is recorded upon.

**"Original information property"** does not mean:

- a. **"Stock"**;
- b. **"Fine arts"**;
- c. **"Money"**;
- d. **"Securities"**;
- e. **"Electronic data processing hardware"**; or
- f. **"Research and development property"**.

54. **"Outdoor trees, shrubs, plants, or lawns"** means outdoor trees, shrubs, plants, grass, or lawns you own.

**"Outdoor trees, shrubs, plants, or lawns"** does not mean:

- a. Growing crops;
- b. Standing timber;
- c. **"Landscaping materials"**;
- d. **"Stock"**, or
- e. **"Green roofing systems"**.

55. **"Period of restoration"** means the period of time that begins when:

- a. The direct physical loss or damage that causes **"suspension"** of your **"operations"** occurs; or
- b. The date **"operations"** would have begun if the start of **"operations"** is delayed because of loss of or damage to any of the following:
  - 1) **"Real property"**, whether complete or under construction;
  - 2) Alterations or additions to **"real property"**; or
  - 3) **"Personal property"**:
    - a) Used in such construction, alterations, or additions;
    - b) Incidental to the occupancy of the area intended for construction, alteration, or addition; or
    - c) Incidental to the alteration of the occupancy of an existing building or structure.

If you resume **"operations"**, with reasonable speed, the **"period of restoration"** ends on the earlier of:

- a. The date when the location where the loss or damage occurred could have been physically capable of resuming the level of **"operations"** which existed prior to the loss or damage, if the location had been restored to the physical size, construction, configuration, location, and material specifications which would satisfy the minimum requirements necessary to obtain all required building permits, occupancy permits, operating licenses, or similar documents; or
- b. The date when a new permanent location is physically capable of resuming the level of **"operations"** which existed prior to the loss or damage, if you resume **"operations"** at a new permanent location.

If you do not resume **"operations"**, or do not resume **"operations"** with reasonable speed (whether at your **"premises"** or **"reported unscheduled premises"** or elsewhere), the **"period of restoration"** will end on the date when the location where the loss or damage occurred could have been restored to the physical size, construction, configuration, location, and material specifications which existed at the time of loss or damage, with no consideration for any time:

- a. Which would have been required to make changes in order to satisfy the minimum requirements necessary to obtain all required building permits, occupancy permits, operating licenses, or similar documents; and
- b. Which would have been necessary to make the location physically capable of resuming the level of **"operations"** which existed prior to the loss or damage after the completion of repairs, replacement, or rebuilding.

**"Period of restoration"** does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **"pollutants"** or **"microorganisms"**.

The expiration date of this policy will not cut short the **"period of restoration"**.

56. **"Personal property"** means:

- a. **"Your personal property"**;
- b. **"Your employees' personal property"**;
- c. **"Personal property of others"** in your care, custody, or control;

- d. The value of labor, materials, or services furnished or arranged by you on **"personal property of others"**;
- e. Your interest in **"improvements and betterments"** to buildings or structures; and
- f. Glass which, as a tenant, you are required to insure.

**"Personal property"** does not mean:

- a. Naturally occurring water;
  - b. Growing crops or standing timber;
  - c. **"Outdoor trees, shrubs, plants, or lawns"**;
  - d. **"Green roofing systems"**;
  - e. **"Money"**, bills, notes, or **"securities"**;
  - f. Contraband or property in the course of illegal transportation or trade;
  - g. Animals, unless:
    - 1) Owned by others and boarded by you; or
    - 2) Owned by you as **"stock"** while inside of buildings;
  - h. **"Fine arts"**;
  - i. **"Original information property"**;
  - j. Vehicles or self-propelled machines (including aircraft or watercraft) that:
    - 1) Are licensed for use on public roads; or
    - 2) Are operated principally away from a **"premises"** or **"reported unscheduled premises"**;
- But not:
- 1) Vehicles or self-propelled machines you manufacture, process, warehouse, or hold for sale, other than vehicles licensed for use on public roads;
  - 2) Vehicles licensed for use on public roads that you manufacture, process, warehouse, or hold for sale, while on a **"premises"** or **"reported unscheduled premises"**; or
  - 3) Unpowered watercraft while out of water on a **"premises"** or **"reported unscheduled premises"**;
- k. Property contained in underground mines, mine shafts, caverns, open pits, or quarries;
  - l. **"Research and development property"**;
  - m. Spacecraft, satellites, associated launch vehicles and any major components, including any property contained therein;
  - n. **"Scheduled property"**; or

- o. Property covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance.

57. **"Personal property of others"** means personal property not owned by you, your officers, directors, partners, **"managers"**, **"members"**, or employees (including leased or temporary employees).

58. **"Pollutants"** means any solid, liquid, gaseous, or thermal irritant, or **"contaminant"**, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

59. **"Premises"** means:

A location scheduled on the Declarations for this Commercial Property Coverage Part.

- a. If the location is described by an address only, it includes the area associated with that address in which you are legally entitled to conduct your business activities and includes that area extending 1,000 feet beyond the address.
- b. If the location is described by an address and further described by geographic boundaries, it includes only the area within such geographic boundaries in which you are legally entitled to conduct your business activities and includes that area extending 1,000 feet beyond that area.

If you are a tenant, for purposes of **"time element coverage"**, **"premises"** includes those portions of the location not rented or intended to be rented to others.

60. **"Raw stock"** means material in the state in which you acquired it for conversion into **"finished stock"**.

61. **"Real property"** means:

- a. Buildings, including their **"green roofing systems"**;
- b. Permanent structures;
- c. Equipment and apparatus used to maintain or service the buildings, structures, or their **"premises"** or **"reported unscheduled premises"**; and
- d. Materials, equipment, supplies, and temporary structures used for making additions, alterations, or repairs to the buildings or permanent structures.

**"Real property"** does not mean:

- a. **"Fine arts"**;
- b. Land;
- c. Water;
- d. Underground mines, mine shafts, caverns, open pits, or quarries;
- e. Growing crops or standing timber;
- f. **"Outdoor trees, shrubs, plants, or lawns"**;
- g. **"Research and development property"**;
- h. **"Contractor's equipment"**;

- i. **"Contractor's employees' property";**
- j. **"Installation property";**
- k. **"Landscaping materials";**
- l. Property of others in your care, custody, or control for **"rigging"**; or
- m. Launch facilities for spacecraft or satellites.

62. **"Recipient locations"** means locations owned or operated by others, who you depend on to accept your products or services.

63. **"Replacement cost"** means the lesser of:

**a. Repair Cost**

The cost to repair the **"real property"** or **"personal property"** at the time of direct physical loss or damage with new materials of like kind and quality, of similar size, for the same use or occupancy, and in compliance with all applicable zoning, land use, or construction codes in force at the time of loss or damage. This includes the cost to reconstruct or remodel undamaged portions of the **"real property"** when those costs are a consequence of enforcement of such codes.

**b. Rebuild Cost**

The cost to rebuild the **"real property"** or **"personal property"** at the time of direct physical loss or damage with new materials of like kind and quality, of similar size, for the same use or occupancy, and in compliance with all applicable zoning, land use, or construction codes in force at the time of loss or damage. Unless otherwise required at the time of loss by the applicable codes, this cost will be based on rebuilding at the same location where the loss occurred.

**c. Replace Cost**

The cost to replace the **"real property"** or **"personal property"** at the time of direct physical loss or damage with new materials of like kind and quality, of similar size, for the same use or occupancy, and in compliance with all applicable zoning, land use, or construction codes in force at the time of loss. Unless otherwise required at the time of loss by the applicable codes, this cost will be based on replacing at the same location where the loss or damage occurred.

If property of the same kind and quality is no longer available, we will pay to replace it with other property of similar quality and function, including property of greater processing capacity.

**"Real property"** and **"personal property"** valuation includes the cost you paid for non-refundable or non-transferable extended warranties, maintenance contracts, or service contracts which were still in force at the time of loss or damage and are no longer valid as a result of loss of or damage to **"real property"** or **"personal property"**.

If there is an ordinance or law in force at the time of loss or damage that regulates zoning, land use, or construction of **"real property"** or **"personal property"** at the **"premises"** or **"reported unscheduled premises"**, and if loss or damage covered by this Commercial Property Coverage Part causes a demolition order to be issued pursuant to any such ordinance or law, **"replacement cost"** includes the costs to demolish and clear the site of the undamaged portion of the **"real property"** or **"personal property"**.

**"Replacement cost"** does not mean:

- a. Costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, **"pollutants"** or **"microorganisms"**;
- b. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling, or remediation of property due to contamination by **"pollutants"** or due to the presence, growth, proliferation, spread, or any activity of **"microorganisms"**; or
- c. Costs to comply with any ordinance or law that you were required to comply with before the loss or damage.

**64. "Reported unscheduled premises"** means permanently fixed locations for which you have submitted a schedule on file with us containing:

- a. The address of the location and includes that area extending 1000 feet beyond the address;
- b. An identification of the property, business income, or extra expense to be covered; and
- c. The value of such identified property, business income, or extra expense.

If you are a tenant, for purposes of **"time element coverage"**, **"reported unscheduled premises"** includes those portions of the location not rented or intended to be rented to others.

**"Reported unscheduled premises"** does not mean:

- a. A **"premises"**;
- b. A **"newly acquired premises"**;
- c. An **"unreported premises"**;
- d. A fair or exhibition;
- e. An **"installation or service premises"**;
- f. A **"temporary storage location"**;
- g. A **"rigging premises"**; or
- h. With respect to loss or damage covered by any **"time element coverage"**, a **"dependent premises"**.

**65. "Research and development continuing expenses"** means your continuing normal operating expenses that are directly attributable to **"research and development operations"**, including payroll, rental payments as tenants, and factory overhead.

**66. "Research and development extended period of indemnity"** means the period of time that begins on the date the **"period of restoration"** ends and ends on the earlier of:

- a. The effective date of new contracts that will utilize that portion of your **"research and development continuing expenses"** attributable to a suspension, lapse, or cancellation for which coverage is provided under paragraph **b.** of the Extended Period of Indemnity Additional Coverage; or
- b. The date calculated by adding the number of days shown on the Declarations for Research and Development Extended Period of Indemnity--Business Income to the date the **"period of restoration"** ended.

**67. "Research and development operations"** means your business activities where **"research and development property"** is being planned, created, developed, or tested.

**68. "Research and development property" means:**

- a. Information which cannot be duplicated or purchased from another source, including any material it is inscribed, printed, written, or recorded upon, including documents, manuscripts, records, data, or programs, developed or used in conjunction with any research and development project;
- b. Original or experimental property;
- c. Prototypes or samples;
- d. Experiments in progress;
- e. Biological products, processes, or cultures; and
- f. **"Research animals"**.

**"Research and development property"** does not mean:

- a. Animals, other than **"research animals"**;
- b. **"Money"**, bills, notes, or **"securities"**;
- c. **"Stock"**;
- d. **"Fine arts"**; or
- e. Growing plants or crops.

**69. "Research animal" means any multi-cellular organism that is used in your "research and development operations".**

**70. "Rigging" means rigging, hoisting, moving, erecting, lowering, and millwright work.**

**71. "Rigging premises" means a location for the purpose of:**

- a. **"Rigging"**;
- b. Assembling or dismantling work done in connection with a **"rigging"** project; or
- c. Operations incidental to a **"rigging"**, assembling, or dismantling project.

**72. "Salespersons samples" means "personal property" that is in the custody of one of your salespersons and used only for sample purposes.**

**73. "Scheduled property" means those items described in the SCHEDULED PROPERTY COVERAGE FORM within the Coverage Territory.**

**"Scheduled property"** does not mean:

- a. **"Real property"**;
- b. **"Personal property"**;
- c. Contraband or property in the course of illegal transportation or trade;

- d. **"Money"**, bills, notes, or **"securities"**;
- e. Waterborne property or property while being loaded onto or unloaded out of any watercraft, except while in the custody of a carrier for hire.
- f. Vehicles or self-propelled machines (including aircraft or watercraft) that:
  - 1) Are licensed for use on public roads; or
  - 2) Are operated principally away from a **"premises"** or **"reported unscheduled premises"**;But not:
  - 1) Vehicles or self-propelled machines you manufacture, process, warehouse, or hold for sale, other than vehicles licensed for use on public roads;
  - 2) Vehicles licensed for use on public roads that you manufacture, process, warehouse, or hold for sale, while on a **"premises"** or **"reported unscheduled premises"**; or
  - 3) Unpowered watercraft while out of water on a **"premises"** or **"reported unscheduled premises"**;
- g. Property contained in underground mines, mine shafts, caverns, open pits, or quarries; or
- h. Spacecraft, satellites, associated launch vehicles and any major components, including any property contained therein.

74. **"Securities"** means negotiable and non-negotiable instruments or contracts representing either **"money"** or property and includes:

- a. Tokens, tickets, revenue, and other stamps whether or not in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you.

**"Securities"** does not mean:

- a. **"Money"**; or
- b. Lottery tickets held for sale.

75. **"Sinkhole collapse"** means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or similar rock formations.

**"Sinkhole collapse"** does not mean the:

- a. Sinking or collapse of land into man-made underground cavities;
- b. Sinking or collapse of land caused by or resulting from **"flood"**; or
- c. Cost of filling sinkholes.

76. **"Specified causes of loss"** means the following:

- a. Fire;
- b. Lightning;

- c. Explosion;
- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Riot or civil commotion;
- h. Vandalism;
- i. Leakage from fire extinguishing equipment;
- j. **"Sinkhole collapse"**;
- k. Volcanic action;
- l. Falling objects, excluding loss or damage to:
  - 1) **"Personal property"** in the open; or
  - 2) The interior of buildings or property inside buildings, unless the roof or an outside wall of the building is first damaged by a falling object;
- m. Weight of snow, ice, or sleet;
- n. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam; and
- o. **"Equipment breakdown cause of loss"**, excluding loss of or damage to **"stock"** caused by the discharge, dispersal, release, or escape of refrigerants.

77. **"Stock"** means the following:

- a. **"Raw stock"**;
- b. **"Stock in process"**;
- c. **"Finished stock"**; and
- d. **"Merchandise"**.

78. **"Stock in process"** means **"raw stock"** which has undergone aging, seasoning, mechanical, or other process of manufacture but which has not become **"finished stock"**.

79. **"Suspended equipment"** means any boiler, fired or unfired vessel, refrigerating or air conditioning system, piping and its accessory equipment, and any mechanical or electrical machine or apparatus used for the generation, transmission, or utilization of mechanical or electrical power, provided we have complied with the requirements described in the Suspended Equipment Condition contained in the COMMERCIAL PROPERTY CONDITIONS.

80. **"Suspension"** means:

- a. The slowdown or cessation of your business activities; or
- b. That a part or all of the covered location is rendered untenable.

81. **"Temporary storage location"** means a permanently fixed location that you lease, rent, or occupy for a period of less than one year where **"stock"** or **"installation property"** that is to become a permanent part of an **"installation or service premises"** is stored while waiting to be delivered to an **"installation or service premises"** and there is a written construction or installation contract or agreement to install that **"stock"** or **"installation property"** at that **"installation or service premises"**.

**"Temporary storage location"** does not mean:

- a. A **"premises"**;
- b. A **"newly acquired premises"**;
- c. A **"reported unscheduled premises"**;
- d. A **"rigging premises"**;
- e. A fair or exhibition; or
- f. An **"unreported premises"**.

82. **"Time element coverage"** means the coverage provided under any of the following:

- a. BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE);
- b. BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY; or
- c. EXTRA EXPENSE COVERAGE FORM.

83. **"Unreported premises"** means a permanently fixed location that contains **"real property"** or **"personal property"** in which you have an insurable interest, but has not been reported to us.

**"Unreported premises"** does not mean:

- a. A **"premises"**;
- b. A **"newly acquired premises"**;
- c. A **"reported unscheduled premises"**;
- d. A **"rigging premises"**;
- e. A fair or exhibition;
- f. An **"installation or service premises"**;
- g. A **"temporary storage location"**; or
- h. With respect to loss or damage covered by any **"time element coverage"**, a **"dependent premises"**.

84. **"Your employees' personal property"** means personal property owned by your officers, directors, partners, **"managers"**, **"members"**, or employees (including leased or temporary employees).

85. **"Your personal property"** means personal property owned by you.



**Real and Personal Property Coverage Form**

**Table of Contents**

<b><u>Section</u></b>	<b><u>Page No.</u></b>
Coverage .....	1
Excluded Causes of Loss .....	1
Limitations .....	5
Deductible .....	6
Valuation .....	6
Optional Coverage .....	7



## Real and Personal Property Coverage Form

### A. COVERAGE

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** directly caused by a **"covered cause of loss"**. We will not pay more in any one occurrence than the applicable Limit of Insurance shown on the Declarations for such loss of or damage to Covered Property at that **"premises"**.

### B. EXCLUDED CAUSES OF LOSS

#### 1. Artificially Maintained Conditions

We will not pay for loss of or damage to **"personal property"** caused by or resulting from the loss of or change in any artificially maintained or generated temperature, humidity, or atmosphere. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from an **"equipment breakdown cause of loss"**, **"mistake"**, or **"malfunction"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

This exclusion does not apply to **"electronic data processing hardware"** or **"duplicate information property"**.

#### 2. Cracking and Settling

We will not pay for loss or damage caused by or resulting from bulging, cracking, shrinkage, expansion, or settling of **"real property"** or **"personal property"**. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

#### 3. Disappearance or Shortage

We will not pay for loss caused by or resulting from disappearance or shortage disclosed on taking inventory or where there is no physical evidence to show what happened to the property. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

#### 4. Dishonest Acts

We will not pay for loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the property for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. Acts of vandalism committed by your employees (including leased or temporary employees); or
- b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

## 5. Earth Movement

We will not pay for loss or damage caused directly or indirectly by **"earth movement"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"earth movement"** results in fire, explosion, theft or sprinkler leakage, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, theft or sprinkler leakage.

## 6. Electronic Vandalism

We will not pay for loss or damage caused by or resulting from **"electronic vandalism"**.

This exclusion applies even if the **"electronic vandalism"** was caused by or resulted from a **"mistake"** or **"malfunction"**.

## 7. Expected, Preventable, or Accumulated Losses

We will not pay for loss or damage caused by or resulting from:

- a. Wear and tear;
- b. Smoke, vapor, or gas from agricultural smudging or industrial operations;
- c. Smog;
- d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;
- e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or
- f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

## 8. Flood

We will not pay for loss or damage caused directly or indirectly by **"flood"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"flood"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, or theft.

## 9. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to:

- a. Seizure or destruction of property by order of governmental authority and taken at the time of fire to prevent its spread; or
- b. Demolition orders issued pursuant to any ordinance or law in effect at the time of loss or damage regulating construction, use, or repair of any property; provided such demolition order has become legally enforceable as a result of physical damage to:

- 1) Covered **"real property"**; or

- 2) Covered **"personal property"**;

directly caused by a **"covered cause of loss"**.

However, this exception does not apply to demolition orders issued pursuant to any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, **"pollutants"** or **"microorganisms"**.

## 10. Impact Damage

We will not pay for loss or damage caused by or resulting from water, including water pressure, ice, or impact of watercraft to buildings or structures located on or partially over water, including retaining walls, bulkheads, piers, wharves, docks, or any other property located on those structures. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

## 11. Loss of Market or Delay

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

## 12. Microorganisms

We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of **"microorganisms"**, unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"specified cause of loss"**, other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"microorganisms"**.

### 13. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

### 14. Off-Premises Service Interruption

We will not pay for loss or damage caused by or resulting from any **"off-premises service interruption"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

This exclusion does not apply to **"electronic data processing hardware"** or **"duplicate information property"**.

### 15. Pollutants

We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release, or escape of **"pollutants"**. But, if the discharge, dispersal, seepage, migration, release, or escape is caused by a **"specified cause of loss"**, we will pay only for that portion of the loss or damage solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"pollutants"**.

This exclusion does not apply to **"electronic data processing hardware"** or **"duplicate information property"**.

### 16. Process Failures, Defects, or Errors

We will not pay for any of the following:

- a. Loss or damage due to spoilage, destruction, adulteration, discard, reduction in value, or any other loss or damage to **"stock"** caused by or resulting from a **"mistake"** or **"malfunction"** in the alteration, calibration, development, distribution, installation, manufacturing, maintenance, processing, repair, research, or testing of such **"stock"**.
- b. Loss or damage, including the costs of correcting or making good, caused by or resulting from:
  - 1) A **"mistake"** in planning, zoning, development, surveying, siting;
  - 2) A **"mistake"** in design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - 3) A **"mistake"** in materials used in repair, construction, renovation, or remodeling; or
  - 4) Insufficient or failure of maintenance or servicing,of part or all of any property on or off a **"premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

- c. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating **"defective materials"** into part or all of any property on or off a **"premises"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

- d. Loss of or damage to machinery or equipment while undergoing a pressure or electrical test. This exclusion applies even if this excluded cause of loss was caused by or resulted from an **"equipment breakdown cause of loss"**, **"mistake"**, or **"malfunction"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

## 17. Suspended Equipment

We will not pay for loss or damage caused by or resulting from an **"equipment breakdown cause of loss"** to **"suspended equipment"**. This exclusion applies even if this excluded cause of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

## 18. War and Military Action

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

## C. LIMITATIONS

- 1. The following types of property are covered only up to the Limits of Insurance shown below in any one occurrence for loss or damage due to theft:

- a. \$2,500 for furs, fur garments, and garments trimmed with fur.
- b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum, and other precious alloys or metals.

This limit does not apply to:

- 1) Jewelry or watches worth \$100 or less per item; or
- 2) Precious or semiprecious stones or metals used for industrial purposes.

- c. \$250 for lottery tickets held for sale.

These Limits of Insurance are included in, and not in addition to, any other applicable Limits of Insurance.

- 2. We will pay for direct physical loss of or damage to **"green roofing systems"** directly caused by a **"covered cause of loss"** other than loss or damage caused by or resulting from:
  - a. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals;
  - b. Disease;
  - c. Changes in or extremes of temperature;
  - d. Dampness or dryness of atmosphere or of soil supporting the vegetation; or
  - e. Rain, snow, hail, ice, or sleet.

#### D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

#### E. VALUATION

We will determine the amount of covered loss or damage as follows:

- 1. Except as provided in 2., 3., 4., 5., 6., and 7. below, the lesser of the following amounts:
  - a. The **"replacement cost"**; or
  - b. The **"amount you actually spend"** to repair, rebuild, or replace the **"real property"** or **"personal property"** at the same or another location.
- 2. Except as provided in 3., 5., 6., and 7. below, **"real property"** or **"personal property"**, other than **"improvements and betterments"**, which is not repaired, rebuilt, or replaced will be valued at the **"actual cash value"** at the time and place of loss or damage. If you commence the repair, rebuilding, or replacement of the lost or damaged **"real property"** or **"personal property"** within 24 months from the date the loss or damage occurred, upon completion of the repair, rebuilding, or replacement, we will pay you the difference between the **"actual cash value"** previously paid and the **"replacement cost"** at the time of loss or damage.
- 3. **"Merchandise"** which has been sold but not delivered and **"finished stock"** at the regular cash selling price, less any discounts and expenses you otherwise would have had.
- 4. **"Stock in process"** at the value of **"raw stock"**, your labor expended, and your materials incorporated plus the proper proportion of your overhead charges, calculated in accordance with principles of Direct Costing. In no event will overhead be calculated in accordance with the principles of Absorption Costing.
- 5. **"Improvements and betterments"** at:
  - a. The **"replacement cost"** if you make repairs with reasonable speed.
  - b. A proportion of your original cost if you do not make repairs with reasonable speed. We will determine the proportionate value as follows:

- 1) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
- 2) Divide the amount determined in 1) above by the number of days from the installation of **"improvements and betterments"** to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will be used as the expiration of the lease.

c. That portion which has not been paid if others pay for repairs, rebuilding, or replacement.

6. **"Personal property"** which has been permanently removed from service at **"actual cash value"**.

7. **"Duplicate information property"** at the lesser of:

- a. The cost to purchase a duplicate copy, if a duplicate copy exists and is available for sale; or
- b. The cost of blank materials, plus any cost incurred to copy data onto blank materials from a duplicate source on the same type of materials, provided such copying does not violate licensing or contract agreements.

#### F. OPTIONAL COVERAGE

##### Margin Clause

If Margin Clause is shown on the Declarations, we will not pay more than the lesser of the following:

1. The amount of covered loss or damage at the **"premises"**; or
2. The percentage applied to the applicable Limit of Insurance for such property at the **"premises"**.

The most we will pay is the applicable percentage shown on the Declarations for Margin Clause. However, in no event will we pay more than \$5,000,000 over the applicable Limits of Insurance shown on the Declarations for that **"premises"**.

This Optional Coverage for **"real property"** or **"personal property"** does not apply to:

1. Any Limit of Insurance applicable to more than one **"premises"**; or
2. Any other Limit of Insurance applicable for which a specific coverage Limit of Insurance is provided.



# Additional Coverages Form

## Table of Contents

<u>Section</u>	<u>Page No.</u>
Additional Coverages .....	1
Consequential Loss--Net Leasehold Interest .....	1
Consequential Loss--Tenant's Improvements and Betterments .....	2
Consequential Loss--Undamaged Stock .....	2
Contamination by a Refrigerant. ....	2
Debris Removal .....	3
Deferred Payments .....	3
Electronic Vandalism--Direct Damage .....	4
Expediting Expense .....	4
Fairs or Exhibitions .....	4
Fire Department Service Charge .....	4
Fire Protective Equipment Refills .....	5
Inflation Guard .....	5
Lock and Key Replacement .....	5
Microorganisms .....	6
Newly Acquired Premises .....	6
Newly Acquired Property .....	6
Off-Premises Service Interruption--Direct Damage .....	7
Outdoor Trees, Shrubs, Plants, or Lawns .....	7
Pollutant Clean Up and Removal--Land and Water .....	8
Preservation of Property .....	8
Professional Fees .....	8

<u>Section</u>	<u>Page No.</u>
Reported Unscheduled Premises .....	8
Reward Payments .....	9
Salespersons Samples .....	9
Spoilage--Equipment Breakdown.....	9
Theft Damage to Buildings .....	9
Unreported Premises .....	10
Deductible .....	10



## Additional Coverages Form

### A. ADDITIONAL COVERAGES

The following are Additional Coverages to coverages set forth in this Commercial Property Coverage Part. If you have not chosen a coverage elsewhere in this Commercial Property Coverage Part, there is no coverage under its corresponding Additional Coverages. For example, if you do not have coverage for **"stock"** under the REAL AND PERSONAL PROPERTY COVERAGE FORM, you will not have coverage related to **"stock"** under the Consequential Loss--Undamaged Stock Additional Coverage, or any other Additional Coverage for **"stock"**.

Each of the following Additional Coverages apply independently of one another. Unless otherwise stated, the excluded causes of loss, exclusions, terms, and conditions in the applicable Coverage Forms apply to these Additional Coverages.

The most we will pay for loss, damage, cost, or expense under any of the following Additional Coverages are the Limits of Insurance shown on the Declarations. Limits for these Additional Coverages apply in addition to any other applicable policy limits, unless otherwise stated.

#### 1. Consequential Loss--Net Leasehold Interest

We will pay for the loss of **"net leasehold interest"** you sustain when your lease is cancelled:

- a. By the lessor; and
- b. As a result of a valid condition of your lease,

due to direct physical loss of or damage to **"real property"** or **"personal property"** directly caused by a **"covered cause of loss"** at a **"premises"** or **"reported unscheduled premises"**. We will not pay more than the **"net leasehold interest"** at the time of the cancellation of the lease. However, if your lease is cancelled and your landlord lets you continue to use the **"premises"** or **"reported unscheduled premises"** under a new lease, we will not pay more than:

- a. The rent you will pay under the new lease; minus
- b. The rent you were paying at the time of cancellation.

We will not pay under this Additional Coverage if the **"premises"** or **"reported unscheduled premises"** where the lease is cancelled had been vacant for more than 60 consecutive days prior to the loss or damage unless you had entered into an agreement to sublease the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Consequential Loss--Net Leasehold Interest.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

**2. Consequential Loss--Tenant's Improvements and Betterments**

We will pay for the value of undamaged **"improvements and betterments"** when your lease is cancelled:

- a. By the lessor; and
- b. As a result of a valid condition of your lease,

due to direct physical loss of or damage to **"real property"** or **"personal property"** directly caused by a **"covered cause of loss"** at a **"premises"** or **"reported unscheduled premises"**.

If you rent an entire building, we will pay only if:

- a. At least 25% of the area of that entire building has been damaged; or
- b. A minimum of 6 months remains in your current lease and at least 6 months is required to repair the building for your occupancy.

If you rent a portion of a building, we will only pay if:

- a. A minimum of 6 months remains in your lease; and
- b. At least 6 months is required to repair the building for your occupancy.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Consequential Loss--Tenant's Improvements and Betterments.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

**3. Consequential Loss--Undamaged Stock**

We will pay for the consequential loss in value of undamaged **"stock"** which has become unmarketable as a complete product because of direct physical loss of or damage to other **"stock"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Consequential Loss--Undamaged Stock.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

**4. Contamination by a Refrigerant**

We will pay for direct physical loss of or damage to **"stock"** caused by the release or escape of refrigerants from any equipment located at a **"premises"** or **"reported unscheduled premises"** provided the release or escape was not caused by or resulted from **"flood"** or **"earth movement"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Contamination by a Refrigerant.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

## 5. Debris Removal

- a. We will pay your expense to remove debris of Covered Property, for which a Limit of Insurance is shown on the Declarations, remaining after a **"covered cause of loss"**. The most we will pay under this Additional Coverage for Debris Removal is the remaining applicable Limit of Insurance for the Covered Property shown on the Declarations after payment of the covered physical loss or damage.

If the total of the loss or damage and debris removal expense exceeds the applicable Limit of Insurance, we will pay the remaining debris removal expenses. The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Debris Removal--Supplemental Limit.

- b. If wind causes direct physical loss of or damage to Covered Property, we will also pay for the expenses you incur to remove debris of uncovered property that is blown on to the **"premises"** or **"reported unscheduled premises"** by wind and to remove debris of **"outdoor trees, shrubs, plants, or lawns"** damaged by wind.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Debris Removal--Uncovered Property.

In no event will there be any coverage under this Debris Removal Additional Coverage for any costs to:

- a. Extract **"pollutants"** from land or water; or
- b. Remove, restore, or replace polluted land or water.

The expenses will be paid only if they are reported to us in writing within 180 days of the date of loss or damage.

## 6. Deferred Payments

We will pay your financial interest in **"personal property"** that suffers direct physical loss or damage directly caused by a **"covered cause of loss"** after delivery to buyers and sold by you on a conditional sale or trust agreement, or any installment or deferred payment plan.

This Additional Coverage does not apply to default of such agreement or plan by the buyer.

We will determine the amount of covered loss or damage as follows:

- a. In the event of a total loss and the buyer refuses to continue payment, coverage will be valued based on the amount shown on your books as due from the buyer;
- b. In the event of partial loss or damage and the buyer refuses to continue payment, forcing you to repossess, coverage will be valued as follows:

If the realized value of the repossessed **"personal property"** is:

- 1) Greater than or equal to the amount shown on your books as due from the buyer, we will make no payment; or
- 2) Less than the amount shown on your books as due from the buyer, we will pay the difference, less any amount that was past due at the time of loss by more than 30 days; and
- c. When a loss occurs and the buyer continues to pay you, there will be no loss payment.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Deferred Payments.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

**7. Electronic Vandalism--Direct Damage**

We will pay for loss of or damage to **"accounts receivable records", "duplicate information property", "electronic data processing hardware", "original information property" or "research and development property"** caused by **"electronic vandalism"**.

The most we will pay under this Additional Coverage in any one policy year is the Annual Aggregate Limit of Insurance shown on the Declarations for Electronic Vandalism--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

**8. Expediting Expense**

In the event of covered loss of or damage to **"real property" or "personal property"** at a **"premises" or "reported unscheduled premises"** directly caused by a **"covered cause of loss"**, we will pay reasonable and necessary additional expenses you incur for temporary repair of damage to such **"real property" or "personal property"** and the additional expenses you incur for expediting the permanent repair or replacement of such damaged property. This Additional Coverage does not include expenses recoverable elsewhere in this Commercial Property Coverage Part.

The most we will pay under this Additional Coverage at any one **"premises" or "reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Expediting Expense.

**9. Fairs or Exhibitions**

We will pay for direct physical loss of or damage to **"personal property"**:

- a. At fairs or exhibitions; and
- b. In transit to or from fairs or exhibitions,

directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Fairs or Exhibitions--Personal Property.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

**10. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a **"covered cause of loss"** at a **"premises" or "reported unscheduled premises"**, we will pay for your liability for the fire department service charges:

- a. Assumed by contract or agreement prior to loss; or
- b. Required by local ordinance, law, or statute.

We will also pay for those costs incurred by your fire brigade to save or protect Covered Property from a fire, but not including the costs to refill fire protective equipment.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Fire Department Service Charge.

No deductible applies to this Additional Coverage.

#### 11. Fire Protective Equipment Refills

We will pay the reasonable and necessary costs you incur to refill fire protective equipment which has been discharged:

- a. Accidentally; or
- b. In the course of saving or protecting Covered Property from a **"covered cause of loss"**.

No Limit applies to this Additional Coverage.

#### 12. Inflation Guard

The Limits of Insurance to which the Inflation Guard applies will automatically increase by the annual percentage shown on the Declarations.

The amount of the increase will be:

- a. The Limit of Insurance that applied on the most recent of this Commercial Property Coverage Part's inception date, anniversary date, or date of any other Commercial Property Coverage Part change amending the Limit of Insurance, multiplied by
- b. The percentage of annual increase shown on the Declarations, expressed as a decimal (Example: 8% is .08), multiplied by
- c. The number of days since the beginning of the most recent Commercial Property Coverage Part year or the effective date of the most recent Commercial Property Coverage Part change amending the Limit of Insurance, divided by 365.

#### Example:

If:	The applicable Limit of Insurance is	\$100,000
	The annual percentage increase is	8%
	The number of days since the beginning of the Coverage Part Year (or last Coverage Part change) is	146
Then:	The amount of increase is $\$100,000 \times .08 \times 146 / 365 = \$ 3,200$	
	The available Limit of Insurance is	\$103,200

#### 13. Lock and Key Replacement

We will pay the reasonable cost of:

- a. Entry key replacement if keys to a **"premises"** or **"reported unscheduled premises"** are stolen; or
- b. Entry lock repair or replacement made necessary by theft or attempted theft at a **"premises"** or **"reported unscheduled premises"**.

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PPP-0111 (03 14)

Page 5 of 10

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Lock and Key Replacement.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

#### 14. **Microorganisms**

We will pay the following when **"microorganisms"** are the result of a **"covered cause of loss"**, other than fire or lightning:

- a. Direct physical loss of or damage to Covered Property caused by **"microorganisms"**, including the cost of removal of the **"microorganisms"**;
- b. The reasonable cost to tear out and replace any part of the covered building or other property needed to gain access to the **"microorganisms"**; and
- c. The reasonable cost of testing performed after removal, repair, replacement, or restoration of the damaged property is completed, provided there is a reason to believe that the **"microorganisms"** are still present.

The most we will pay under this Additional Coverage in any one policy year is the Annual Aggregate Limit of Insurance shown on the Declarations for Microorganisms. Regardless of the number of claims, this Limit is the most we will pay for the total of all loss, damage, or cost, even if the **"microorganisms"** continue to be present, active, or recur.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

#### 15. **Newly Acquired Premises**

We will pay for direct physical loss of or damage to **"real property"** or **"personal property"** at a **"newly acquired premises"** directly caused by a **"covered cause of loss"**.

This Additional Coverage will automatically expire on the earliest of the following dates:

- a. The date you report the **"newly acquired premises"** to us;
- b. The number of days shown on the Declarations from the date the location becomes a **"newly acquired premises"**; or
- c. The date this policy expires or is cancelled.

We will charge you additional premium for values reported from the date the location becomes a **"newly acquired premises"**.

The most we will pay under this Additional Coverage at any one **"newly acquired premises"** is the applicable Limit of Insurance shown on the Declarations for Newly Acquired Premises.

#### 16. **Newly Acquired Property**

We will pay for direct physical loss of or damage to:

- a. Your newly acquired or constructed **"real property"** at a **"premises"** if coverage is not currently shown for **"real property"** at that **"premises"** on the Declarations; and
- b. Your newly acquired **"personal property"** at a **"premises"** if coverage is not currently shown for **"personal property"** at that **"premises"** on the Declarations.

This Additional Coverage will automatically expire on the earliest of the following dates:

- a. The date you report the newly acquired property to us;
- b. The number of days shown on the Declarations from the date construction of **"real property"** begins or completed **"real property"** or **"personal property"** is acquired; or
- c. The date this policy expires or is cancelled.

We will charge you additional premium for values reported from the date construction of **"real property"** begins or **"personal property"** or completed **"real property"** is acquired.

The most we will pay under this Additional Coverage at any one **"premises"** is the applicable Limit of Insurance shown on the Declarations for Newly Acquired Property.

#### 17. Off-Premises Service Interruption--Direct Damage

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to any property located away from the **"premises"** or **"reported unscheduled premises"** and used to provide any of the following services to the **"premises"** or **"reported unscheduled premises"**:

- a. Water;
- b. Power, including steam and natural gas; or
- c. Communication.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

#### 18. Outdoor Trees, Shrubs, Plants, or Lawns

We will pay for direct physical loss of or damage to **"outdoor trees, shrubs, plants, or lawns"** at a **"premises"** or **"reported unscheduled premises"** directly caused by:

- a. Fire;
- b. Lightning;
- c. Explosion;
- d. Riot or civil commotion; or
- e. Aircraft.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** and for any one tree, shrub, plant, or lawn are the Limits of Insurance shown on the Declarations for Outdoor Trees, Shrubs, Plants, or Lawns.

#### 19. Pollutant Clean Up and Removal--Land and Water

We will pay the reasonable expenses you incur to extract **"pollutants"** from land or water at a **"premises"** or **"reported unscheduled premises"** if the discharge, dispersal, seepage, migration, release, or escape of the **"pollutants"** is directly caused by a **"covered cause of loss"**.

This Additional Coverage does not apply to the costs to test for, monitor, or assess the existence, concentration, or effects of **"pollutants"**. But we will pay for the reasonable cost of testing performed in the course of extracting the **"pollutants"** from the land or water.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** in any one policy year is the Annual Aggregate Limit of Insurance shown on the Declarations for Pollutant Clean Up and Removal--Land and Water.

The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the **"covered cause of loss"** occurs.

#### 20. Preservation of Property

If Covered Property is removed from a **"premises"** or **"reported unscheduled premises"** to preserve it from actual or imminent physical loss or damage caused by a **"covered cause of loss"**:

We will pay for:

- a. Any direct physical loss of or damage to Covered Property while it is being moved to or while stored at another location for up to the number of days shown on the Declarations for Preservation of Property; and
- b. The reasonable cost to remove Covered Property from the **"premises"** or **"reported unscheduled premises"**.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance shown on the Declarations for that Covered Property.

#### 21. Professional Fees

We will reimburse you for the reasonable expenses you incur for professional services for auditors, accountants, architects, or engineers which are necessary to prepare a statement of loss or exhibits required in connection with any loss covered under this Commercial Property Coverage Part. This Additional Coverage does not apply to fees and costs of:

- a. Your employees; or
- b. Attorneys, public adjusters, loss appraisers, or loss consultants.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Professional Fees.

#### 22. Reported Unscheduled Premises

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"reported unscheduled premises"** is the applicable Limit of Insurance shown on the Declarations for Reported Unscheduled Premises.

### 23. Reward Payments

We will reimburse you for rewards you pay for information leading to:

- a. The successful return of undamaged stolen Covered Property to you or a law enforcement agency; or
- b. The arrest and conviction of any persons for having damaged or stolen your Covered Property.

The reward payments must be documented.

The most we will pay under this Additional Coverage in any one occurrence is 25% of the covered loss, prior to the application of any applicable deductible and recovery of any Covered Property, up to the Limit of Insurance shown on the Declarations for Reward Payments.

### 24. Salespersons Samples

We will pay for direct physical loss of or damage to **"salespersons samples"** in transit while in the custody of a salesperson or at any location, other than a **"premises"** or **"reported unscheduled premises"**, directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Salespersons Samples.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

### 25. Spoilage--Equipment Breakdown

We will pay for direct physical loss of or damage to **"stock"** at a **"premises"** or **"reported unscheduled premises"** directly caused by the loss of or changes in any artificially maintained or generated temperature, humidity, or atmosphere resulting from an **"equipment breakdown cause of loss"** to atmosphere control equipment at the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Spoilage--Equipment Breakdown.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

### 26. Theft Damage to Buildings

We will pay for direct physical loss of or damage to **"real property"** at a **"premises"** or **"reported unscheduled premises"** in which you are a tenant directly caused by theft, burglary, or robbery, provided you are legally obligated to pay for such loss or damage.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for **"personal property"** at that **"premises"** or **"reported unscheduled premises"**.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

**27. Unreported Premises**

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"**, other than **"salespersons samples"** or property in transit, at an **"unreported premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"unreported premises"** is the Limit of Insurance shown on the Declarations for Unreported Premises.

**B. DEDUCTIBLE**

We will not pay for loss, damage, cost, or expense in any one occurrence until the amount of loss, damage, cost, or expense exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss, damage, cost, or expense in excess of the Deductibles, up to the applicable Limits of Insurance.



**Accounts Receivable Coverage Form (Revenue Loss)**

**Table of Contents**

<u>Section</u>	<u>Page No.</u>
Coverages .....	1
Excluded Causes of Loss .....	1
Deductible .....	5
Valuation .....	5



## Accounts Receivable Coverage Form (Revenue Loss)

### A. COVERAGES

#### 1. Accounts Receivable (Revenue Loss)

We will pay for:

- a. The **"money"** due you from customers that you are unable to collect;
- b. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts; and
- c. Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage;

that result from direct physical loss of or damage to your **"accounts receivable records"** at a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Accounts Receivable (Revenue Loss).

#### 2. Accounts Receivable (Revenue Loss)--Away From Premises

We will also pay for:

- a. The **"money"** due you from customers that you are unable to collect;
- b. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts; and
- c. Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage;

that result from direct physical loss of or damage to your **"accounts receivable records"** away from a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Accounts Receivable (Revenue Loss)--Away From Premises.

### B. EXCLUDED CAUSES OF LOSS

#### 1. Alteration, Falsification, Concealment, or Destruction

We will not pay for loss or damage caused by or resulting from alteration, falsification, concealment, or destruction of **"accounts receivable records"** done to conceal the wrongful giving, taking, or withholding of **"money"**, **"securities"**, or other property.

## 2. Bookkeeping, Accounting, or Billing Mistakes

We will not pay for loss or damage caused by or resulting from a **"mistake"** or **"malfunction"** in bookkeeping, accounting, or billing.

## 3. Defects or Errors

We will not pay for any of the following:

a. Loss or damage caused by or resulting from a **"mistake"** in:

- 1) Programming;
- 2) Instructions to a machine; or
- 3) Installation or maintenance of **"electronic data processing hardware"** or component parts.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

b. Loss or damage, including the costs of correcting or making good, caused by or resulting:

- 1) A **"mistake"** in planning, zoning, development, surveying, siting;
- 2) A **"mistake"** in design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- 3) A **"mistake"** in materials used in repair, construction, renovation, or remodeling; or
- 4) Insufficient or failure of maintenance or servicing;

of part or all of any property on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

c. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating **"defective materials"** into part or all of any property on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

## 4. Disappearance or Shortage

We will not pay for loss caused by or resulting from disappearance or shortage disclosed on taking inventory or where there is no physical evidence to show what happened to the **"accounts receivable records"**. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

## 5. Dishonest Acts

We will not pay for loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the **"accounts receivable records"** for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. Acts of vandalism committed by your employees (including leased or temporary employees); or
- b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

#### 6. Earth Movement

We will not pay for loss or damage caused directly or indirectly by **"earth movement"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"earth movement"** results in fire, explosion, theft, or sprinkler leakage we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, theft or sprinkler leakage.

#### 7. Electronic Vandalism

We will not pay for loss or damage caused by or resulting from **"electronic vandalism"**.

This exclusion applies even if the **"electronic vandalism"** was caused by or resulted from a **"mistake"** or **"malfunction"**.

#### 8. Expected, Preventable, or Accumulated Losses

We will not pay for loss or damage caused by or resulting from:

- a. Wear and tear;
- b. Smoke, vapor, or gas from agricultural smudging or industrial operations;
- c. Smog;
- d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;
- e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or
- f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

## 9. Flood

We will not pay for loss or damage caused directly or indirectly by **"flood"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"flood"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, or theft.

## 10. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to acts of destruction of **"accounts receivable records"** ordered by governmental authority and taken at the time of fire to prevent its spread.

## 11. Loss of Market or Delay

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

## 12. Microorganisms

We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of **"microorganisms"**, unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"specified cause of loss"**, other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"microorganisms"**.

## 13. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

## 14. War and Military Action

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

#### C. DEDUCTIBLE

We will not pay for loss, damage, or expense in any one occurrence until the amount of loss, damage, or expense exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss, damage, or expense in excess of the Deductibles, up to the applicable Limits of Insurance.

#### D. VALUATION

If you cannot accurately establish the amount of accounts receivable outstanding at the time of loss or damage to **"accounts receivable records"**, the following method will be used to determine the amount of covered loss, damage, or expense:

1. Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurred; and
2. Adjust that total for normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

The following will be deducted from the total amount of accounts receivable, however that amount is established:

1. The amount of the accounts receivable for which there is no loss or damage;
2. The amount of the accounts receivable that you are able to re-establish or collect;
3. An amount to allow for probable bad debts that you are normally unable to collect; and
4. All unearned interest and service charges.



**ZURICH**

**Crime Coverage Form**

**Table of Contents**

<u>Section</u>	<u>Page No.</u>
Coverages .....	1
Excluded Causes of Loss .....	2
Deductible .....	5
Additional Conditions .....	6
Valuation .....	9
Additional Definitions.....	10



**ZURICH**

## Crime Coverage Form

### A. COVERAGES

#### 1. Computer Fraud

We will pay for loss of **"money"** and **"securities"** resulting directly from the use of any computer to fraudulently cause a transfer from inside buildings at a **"premises"**, **"reported unscheduled premises"**, or **"banking premises"**.

The most we will pay under this Crime Coverage in any one **"occurrence"** is the Limit of Insurance shown on the Declarations for Computer Fraud.

#### 2. Employee Theft

We will pay for loss of or damage to **"money"**, **"securities"**, and **"personal property"** resulting directly from **"theft"** committed by an **"employee"**, whether identified or not, acting alone or in collusion with other persons.

The most we will pay under this Crime Coverage in any one **"occurrence"** is the Limit of Insurance shown on the Declarations for Employee Theft.

#### 3. Forgery or Alteration

a. We will pay for loss resulting directly from **"forgery"** or alteration of:

- 1) Checks, drafts, promissory notes, or similar written promises, orders, or directions to pay a sum certain in **"money"** that are:

- a) Made or drawn by or drawn upon you; or
- b) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

With respect to this coverage, a substitute check as defined in the Check Clearing for the 21<sup>st</sup> Century Act shall be treated the same as the original it replaced.

- 2) Written instruments required in connection with any credit, debit, or charge card issued to you or any **"employee"** for business purposes.

The most we will pay under this Crime Coverage in any one **"occurrence"** is the Limit of Insurance shown on the Declarations for Forgery or Alteration.

- b. If you are sued for refusing to pay any instrument covered in a. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount we will pay is in addition to the Limit of Insurance applicable to this coverage.

**4. Funds Transfer Fraud**

We will pay for loss of **"funds"** resulting directly from a **"fraudulent instruction"** directing a financial institution to transfer, pay, or deliver **"funds"** from your **"transfer account"**.

The most we will pay under this Crime Coverage in any one **"occurrence"** is the Limit of Insurance shown on the Declarations for Funds Transfer Fraud.

**5. Money and Securities--Inside Buildings**

We will pay for loss of **"money"** and **"securities"** inside buildings at a **"premises"**, **"reported unscheduled premises"**, or **"banking premises"** resulting directly from **"theft"**, disappearance, or destruction.

The most we will pay under this Crime Coverage in any one **"occurrence"** is the Limit of Insurance shown on the Declarations for Money and Securities--Inside Buildings.

**6. Money and Securities--Outside Buildings**

We will pay for loss of **"money"** and **"securities"** outside buildings at or away from a **"premises"**, **"reported unscheduled premises"**, or **"banking premises"** and in the care and custody of a **"messenger"** or an armored motor vehicle company resulting directly from **"theft"**, disappearance, or destruction.

The most we will pay under this Crime Coverage in any one **"occurrence"** is the Limit of Insurance shown on the Declarations for Money and Securities--Outside Buildings.

**B. EXCLUDED CAUSES OF LOSS**

**1. Coverage Form Excluded Causes of Loss**

The following excluded causes of loss apply to all the coverages contained in this Coverage Form:

**a. Acts Committed by You, Your Partners, or Your Members**

We will not pay for loss caused by or resulting from **"theft"** or any other fraudulent, dishonest, or criminal acts or omissions committed by you, or any of your partners or **"members"**, whether acting alone or in collusion with other persons.

**b. Acts of Employees, Managers, Directors, Trustees, or Representatives**

We will not pay for loss caused by or resulting from **"theft"** or any other fraudulent, dishonest, or criminal acts or omissions committed by any of your **"employees"**, **"managers"**, directors, trustees, or authorized representatives:

1) Whether acting alone or in collusion with other persons; or

2) While performing services for you or otherwise;

except when covered under the Employee Theft Coverage.

**c. Governmental Action**

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority.

**d. Indirect Loss**

We will not pay for loss that is an indirect result of any covered act or **"occurrence"** including, but not limited to, loss resulting from:

- 1) Your inability to realize income that you would have realized had there been no loss of or damage to **"money"**, **"securities"**, or **"personal property"**.
- 2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss or damage covered under this Coverage Form.
- 3) Payment of costs, fees, or other expenses you incur in establishing either the existence or the amount of loss under this Coverage Form.

**e. Legal Expenses**

We will not pay for expenses incurred by you which are related to any legal action, except with respect to coverage provided under the Forgery or Alteration Coverage.

**f. Nuclear Hazard**

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused.

**g. War or Military Action**

We will not pay for loss or damage, arising directly or indirectly, out of:

- 1) War, including undeclared or civil war;
- 2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- 3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

**2. Additional Excluded Causes of Loss—Computer Fraud Coverage**

The following additional excluded causes of loss apply only with respect to Computer Fraud Coverage:

**a. Exchange or Purchases**

We will not pay for loss resulting from the giving or surrendering of property in any exchange or purchase.

**b. Funds Transfer Fraud**

We will not pay for loss resulting from a **"fraudulent instruction"** directing a financial institution to transfer, pay, or deliver **"funds"** from your **"transfer account"**.

**c. Inventory Shortages**

We will not pay for loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- 1) An inventory computation; or
- 2) A profit and loss computation.

**d. Voluntary Parting**

We will not pay for loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with **"money"** or **"securities"**.

**3. Additional Excluded Causes of Loss--Employee Theft Coverage**

The following additional excluded causes of loss apply only with respect to Employee Theft Coverage:

**a. Employee Cancelled Under Prior Insurance**

We will not pay for loss caused by any **"employee"** of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.

**b. Inventory Shortages**

We will not pay for loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- 1) An inventory computation; or
- 2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

**c. Trading**

We will not pay for loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.

**d. Warehouse Receipts**

We will not pay for loss resulting from the fraudulent or dishonest signing, issuing, canceling, or failing to cancel, a warehouse receipt or any papers connected with it.

**4. Additional Excluded Causes of Loss--Forgery or Alteration Coverage**

The following additional excluded cause of loss applies only with respect to Forgery or Alteration Coverage:

**Non-Compliance with Credit, Debit, or Charge Card Issuer's Requirements**

We will not pay for loss arising from any credit, debit, or charge card if you have not complied fully with the provisions, conditions, or other terms under which the card was issued.

**5. Additional Excluded Causes of Loss--Funds Transfer Fraud Coverage**

The following additional excluded cause of loss applies only with respect to Funds Transfer Fraud Coverage:

**Computer Fraud**

We will not pay for loss resulting from the use of any computer to fraudulently cause a transfer of **"money"**, **"securities"**, or **"personal property"**.

## 6. Additional Excluded Causes of Loss—Money and Securities Coverage

The following additional excluded causes of loss apply only with respect to Money and Securities—Inside Buildings and Money and Securities—Outside Buildings Coverages:

### a. Accounting or Arithmetical Errors or Omissions

We will not pay for loss caused by or resulting from accounting or arithmetical errors or omissions.

### b. Exchange or Purchases

We will not pay for loss resulting from the giving or surrendering of property in any exchange or purchase.

### c. Money Operated Devices

We will not pay for loss of **"money"** and **"securities"** contained in any money-operated device unless the amount of **"money"** deposited in it is recorded by a continuous recording instrument in the device.

### d. Transfer or Surrender of Money and Securities

We will not pay for loss of **"money"** and **"securities"** after it has been transferred or surrendered to a person or place outside the building at or away from a **"premises"**, **"reported unscheduled premises"**, or **"banking premises"**:

- 1) On the basis of unauthorized instructions;
- 2) As a result of a threat to do bodily harm to any person; or
- 3) As a result of a threat to do damage to any property.

This exclusion does not apply to loss of **"money"** or **"securities"** while outside the building at or away from a **"premises"**, **"reported unscheduled premises"**, or **"banking premises"**, or in the care and custody of a **"messenger"** if you:

- 1) Had no knowledge of any threat at the time the conveyance began; or
- 2) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

### e. Voluntary Parting

We will not pay for loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with **"money"** or **"securities"**.

## C. DEDUCTIBLE

We will not pay for loss or damage in any one **"occurrence"** until the amount of loss or damage exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

With respect to Forgery or Alteration Coverage, the Deductible shown on the Declarations does not apply to legal expenses paid.

## D. ADDITIONAL CONDITIONS

### 1. Additional Conditions--Coverage Form

The following conditions apply in addition to the COMMERCIAL PROPERTY CONDITIONS and the COMMON POLICY CONDITIONS and apply to all the coverages in this Coverage Form:

#### a. Cancellation as to Any Employee

This insurance is cancelled as to any **"employee"**:

- 1) Immediately upon discovery by you or any of your partners, **"members"**, **"managers"**, officers, directors, or trustees not in collusion with the **"employee"** of **"theft"** or any other dishonest act committed by the **"employee"** whether before or after becoming employed by you.
- 2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### b. Consolidation--Merger

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity, any additional persons become **"employees"** or you acquire the use and control of any **"newly acquired premises"**:

- 1) You must give us written notice and obtain our written consent to extend this insurance to such additional **"employees"** or **"newly acquired premises"**. We may condition our consent upon payment of an additional premium; but
- 2) For the number of days shown on the Declarations for Newly Acquired Premises after the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities, or the date this policy expires, any insurance afforded for **"employees"** or **"newly acquired premises"** also applies to these additional **"employees"** or **"newly acquired premises"** for acts committed or events occurring within this period.

#### c. Discovery

- 1) We will pay for loss that you sustain through acts committed or events occurring at any time and discovered by you:
  - a) During the policy period shown on the Declarations; or
  - b) During the period of time provided in the Extended Period to Discover Loss Condition below.
- 2) Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this Coverage Form has been or will be incurred, even though the exact amount or details of loss may not then be known.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this Coverage Form.

#### d. Employee Benefit Plans

- 1) The **"employee benefit plan"** shown on the Declarations (Plan) is included as an Insured under the Employee Theft Coverage.

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PPP-0113 (04 09)

Page 6 of 12

- 2) If any **"employee benefit plan"** is insured jointly with any other entity under this Coverage Form, you or the Plan Administrator must select a Limit of Insurance for Employee Theft Coverage that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured.

- 3) With respect to losses sustained or discovered by any such Plan, the Employee Theft Coverage is replaced by the following:

We will pay for loss of or damage to **"funds"** and other property resulting directly from fraudulent or dishonest acts committed by an **"employee"**, whether identified or not, acting alone or in collusion with other persons.

If a Blanket Excess Limit of Insurance is shown on the Declarations, that limit applies only to loss caused by or involving an **"employee"** of the **"employee benefit plan"** for which the Blanket Excess Limit of Insurance is shown. That Blanket Excess Limit of Insurance applies to that part of any loss that exceeds, and applies in addition to, the Limit of Insurance shown on the Declarations for Employee Theft.

- 4) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

- 5) If two or more Plans are insured under this Coverage Form, any payment we make for loss:

- a) Sustained by two or more Plans; or
- b) Of commingled **"funds"** or other property of two or more Plans;

resulting directly from an **"occurrence"**, will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total of those Limits of Insurance of all Plans sustaining loss.

- 6) The Deductible otherwise applicable to Employee Theft Coverage does not apply to loss sustained by any Plan.

- 7) If, at the inception of this policy, you have a Limit of Insurance for your Plans that is equal to or greater than the Limit of Insurance required under ERISA, we agree to automatically increase the Limit of Insurance for the Plan or Plans scheduled on the Declarations, subject to the Non-Cumulation of Limit of Insurance Condition below, so that the Limit of Insurance equals the amount required under ERISA at the time you discover a loss. However, in no event shall the increase under this provision exceed 10% of the total Plan's asset value or the maximum per Plan Limit of Insurance of \$500,000, whichever is less.

**e. Extended Period to Discover Loss**

- 1) We will pay for loss that you sustained prior to the effective date of termination or cancellation of this insurance, which is discovered by you:

- a) No later than 60 days from the date of that termination or cancellation; and
- b) As respects any **"employee benefit plan"**, no later than 1 year from the date of that termination or cancellation.

- 2) However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you replacing in whole or in part the insurance afforded by this Coverage Form, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

**f. Non-Cumulation of Limit of Insurance**

Regardless of the number of years this Coverage Form remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or policy period to policy period.

**g. Ownership of Property; Interests Covered**

The Covered Property under this Coverage Form is limited to property:

- 1) That you own or lease; or
- 2) That you hold for others.

**2. Additional Condition--Computer Fraud Coverage**

The following additional condition applies only with respect to Computer Fraud Coverage:

**Territory**

The Policy Period, Coverage Territory Condition in the COMMERCIAL PROPERTY CONDITIONS applies except as modified below:

With respect to Computer Fraud Coverage, coverage applies anywhere in the world.

**3. Additional Condition--Employee Theft Coverage**

The following additional condition applies only with respect to Employee Theft Coverage:

**Territory**

The Policy Period, Coverage Territory Condition in the COMMERCIAL PROPERTY CONDITIONS applies except as modified below:

With respect to Employee Theft Coverage, coverage applies anywhere in the world while an "employee" is temporarily outside the coverage territory for a period of not more than 90 days.

**4. Additional Conditions--Forgery or Alteration Coverage**

The following additional conditions apply only with respect to Forgery or Alteration Coverage:

**a. Duties in the Event of Loss**

The Duties in the Event of Loss or Damage Condition in the COMMERCIAL PROPERTY CONDITIONS applies except as modified below:

With respect to Forgery or Alteration Coverage, you must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

**b. Electronic and Mechanical Signatures**

With respect to Forgery and Alteration Coverage, we will treat signatures that are produced or reproduced electronically, mechanically, or by other means the same as handwritten signatures.

**c. Territory**

The Policy Period, Coverage Territory Condition in the COMMERCIAL PROPERTY CONDITIONS applies except as modified below:

With respect to Forgery or Alteration Coverage, coverage applies anywhere in the world.

**E. VALUATION**

We will determine the amount of covered loss or damage as follows:

1. Except as provided in 2., 3., 4., 5., 6., 7., and 8. below, the lesser of the following amounts:
  - a. The **"replacement cost"**; or
  - b. The **"amount you actually spend"** to repair, rebuild, or replace the **"real property"** or **"personal property"** at the same or another location.
2. Except as provided in 3., 5., and 6. below, **"personal property"** or other property which is not repaired, rebuilt, or replaced will be valued at the **"actual cash value"** at the time and place of loss or damage. If you commence the repair, rebuilding, or replacement of the lost or damaged **"personal property"** or other property within 24 months from the date the loss or damage occurred, upon completion of the repair, rebuilding, or replacement we will pay you the difference between the **"actual cash value"** previously paid and the **"replacement cost"** at the time of loss or damage.
3. **"Merchandise"** and **"finished stock"** at the regular cash selling price, less any discounts and expenses you otherwise would have had.
4. **"Stock in process"** at the value of **"raw stock"**, your labor expended, and your materials incorporated plus the proper proportion of your overhead charges, calculated in accordance with principles of Direct Costing. In no event will overhead be calculated in accordance with the principles of Absorption Costing.
5. **"Personal property"** and other property which has been permanently removed from service at **"actual cash value"**.
6. **"Duplicate information property"** at the lesser of:
  - a. The cost to purchase a duplicate copy, if a duplicate copy exists and is available for sale; or
  - b. The cost of blank materials, plus any cost incurred to copy data onto blank materials from a duplicate source on the same type of materials, provided such copying does not violate licensing or contract agreements.
7. Loss of **"money"** but only up to and including its face value. We may, at our option, pay for loss of **"money"** issued by any country other than the United States of America:
  - a. At face value in the **"money"** issued by that country; or
  - b. In the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was discovered.
8. Loss of **"securities"** but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
  - a. Pay the market value of such **"securities"** or replace them in kind, in which event you must assign to us all your rights, title, and interest in and to those **"securities"**; or
  - b. Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **"securities"**. However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
    - 1) Market value of the **"securities"** at the close of business on the day the loss was discovered; or
    - 2) The Limit of Insurance shown on the Declarations.

**F. ADDITIONAL DEFINITIONS**

With respect to this Coverage Form, the following definitions apply in addition to the COMMERCIAL PROPERTY DEFINITIONS:

**1. "Employee" means:**

**a. Any natural person:**

- 1) While in your service and for the first 30 days after termination of service immediately after termination of service, unless such termination is due to **"theft"** or any other dishonest act committed by the **"employee"**;
- 2) Who you compensate directly by salary, wages, or commissions; and
- 3) Who you have the right to direct and control while performing services for you;

**b. Any natural person who is furnished temporarily to you:**

- 1) To substitute for a permanent **"employee"** as defined in a. above, who is on leave; or
- 2) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the **"premises"**;

**c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in b. above;**

**d. Any natural person who is:**

- 1) A trustee, officer, employee, administrator, or manager, except an administrator or manager who is an independent contractor, of any **"employee benefit plan"** insured under this Coverage Form; and
- 2) A director or trustee while that person is handling **"funds"** or other property of any **"employee benefit plan"**;

**e. Any natural person who is a former "employee", director, partner, "member", "manager", representative, or trustee retained as a consultant while performing services for you; or**

**f. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises".**

**"Employee" does not mean:**

- a. Any agent, broker, factor, commission merchant, consignee, independent contractor, or representative of the same general character; or**
- b. Any "manager", director, or trustee except while performing acts coming within the scope of the usual duties of an "employee".**

**2. "Employee benefit plan" means any welfare or pension benefit plan shown on the Declarations that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto.**

3. **'Forgery'** means the signing of the name of another person or organization with the intent to deceive. It does not mean a signature that consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
4. **'Fraudulent instruction'** means:
  - a. An electronic, telegraphic, cable, teletype, telefacsimile, or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
  - b. A written instruction, other than those described in the Forgery or Alteration Coverage, issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
  - c. An electronic telegraphic, cable, teletype, telefacsimile, telephone, or written instruction initially received by you which purports to have been transmitted by an **'employee'** but which was in fact fraudulently transmitted by someone else without your or the **'employee's'** knowledge or consent.
5. **'Funds'** means **'money'** and **'securities'**.
6. **'Messenger'** means you, or a relative of yours, or any of your partners or **'members'**, or any **'employee'** while having care and custody of property outside the **'premises'**.
7. **'Occurrence'** means:
  - a. Under Employee Theft Coverage:
    - 1) An individual act;
    - 2) The combined total of all separate acts whether or not related; or
    - 3) A series of acts whether or not related;committed by an **'employee'** acting alone or in collusion with other persons, during the policy period shown on the Declarations, before such policy period, or both.
  - b. Under Forgery or Alteration Coverage:
    - 1) An individual act;
    - 2) The combined total of all separate acts whether or not related; or
    - 3) A series of acts whether or not related;committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the policy period shown on the Declarations, before such policy period, or both.
  - c. Under all other coverages in this Coverage Form:
    - 1) An individual act or event;
    - 2) The combined total of all separate acts or events whether or not related; or
    - 3) A series of acts or events whether or not related;committed by a person acting alone or in collusion with other persons, or not committed by any person, during the policy period shown on the Declarations, before such policy period, or both.

8. **"Theft"** means the unlawful taking of **"money"**, **"securities"**, or **"personal property"** to the deprivation of the Insured.
9. **"Transfer account"** means an account maintained by you at a financial institution from which you can initiate the transfer, payment, or delivery of **"funds"**:
  - a. By means of electronic, telegraphic, cable, teletype, telefacsimile, or telephone instructions communicated directly through an electronic funds transfer system; or
  - b. By means of written instructions, other than those described in the Forgery or Alteration Coverage, establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.



**Fine Arts Coverage Form**

**Table of Contents**

<u>Section</u>	<u>Page No.</u>
Coverages .....	1
Excluded Causes of Loss .....	1
Deductible .....	4
Valuation .....	4



## Fine Arts Coverage Form

### A. COVERAGES

#### 1. Fine Arts

We will pay for direct physical loss of or damage to **"fine arts"** at a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Fine Arts.

#### 2. Fine Arts--Away From Premises

We will also pay for direct physical loss of or damage to **"fine arts"** away from a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Fine Arts--Away From Premises.

### B. EXCLUDED CAUSES OF LOSS

#### 1. Defects or Errors

We will not pay for any of the following:

a. Loss or damage, including the costs of correcting or making good, caused by or resulting from:

- 1) A "mistake" in planning, zoning, development, surveying, siting;
- 2) A "mistake" in design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- 3) A "mistake" in materials used in repair, construction, renovation, or remodeling; or
- 4) Insufficient or failure of maintenance or servicing,

of part or all of any property on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

b. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating **"defective materials"** into part or all of any property on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

## 2. Disappearance or Shortage

We will not pay for loss caused by or resulting from disappearance or shortage disclosed on taking inventory or where there is no physical evidence to show what happened to the **"fine arts"**. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

## 3. Dishonest Acts

We will not pay for loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the **"fine arts"** for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. Acts of vandalism committed by your employees (including leased or temporary employees); or
- b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

## 4. Earth Movement

We will not pay for loss or damage caused directly or indirectly by **"earth movement"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"earth movement"** results in fire, explosion, theft, or sprinkler leakage, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, theft, or sprinkler leakage.

## 5. Expected, Preventable, or Accumulated Losses

We will not pay for loss or damage caused by or resulting from:

- a. Wear and tear;
- b. Smoke, vapor, or gas from agricultural smudging or industrial operations;
- c. Smog;
- d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;
- e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or
- f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

## 6. Flood

We will not pay for loss or damage caused directly or indirectly by **"flood"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"flood"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, or theft.

## 7. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to:

- a. Seizure or destruction of **"fine arts"** by order of governmental authority and taken at the time of fire to prevent its spread; or
- b. Demolition orders issued pursuant to any ordinance or law in effect at the time of loss or damage regulating construction, use, or repair of any property; provided such demolition order has become legally enforceable as a result of physical damage to:

1) Covered **"real property"**; or

2) Covered **"personal property"**,

directly caused by a **"covered cause of loss"**.

However, this exception does not apply to demolition orders issued pursuant to any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, **"pollutants"** or **"microorganisms"**.

## 8. Loss of Market or Delay

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

## 9. Microorganisms

We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of **"microorganisms"**, unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"specified cause of loss"**, other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"microorganisms"**.

#### 10. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

#### 11. Pollutants

We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release, or escape of **"pollutants"**. But, if the discharge, dispersal, seepage, migration, release, or escape is caused by a **"specified cause of loss"**, we will pay only for that portion of the loss or damage which was solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"pollutants"**.

#### 12. Repair, Restoration, or Retouching

We will not pay for loss of or damage to **"fine arts"** caused by or resulting from repair, restoration, or retouching.

#### 13. War and Military Action

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

#### C. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

#### D. VALUATION

1. **"Fine arts"** are valued based on the lesser of:
  - a. **"Market value"** at the time of loss or damage; or

b. The value of "**fine arts**" that are individually listed and described on the schedule on file with us.

**2. Pairs or Sets**

In case of loss to any part of a pair or set, we may:

a. Repair or replace any part to restore the pair or set to its value before the loss; or

b. Pay the difference between the value of the pair or set before and after the loss.



Installation and Service Property Coverage Form

Table of Contents

<u>Section</u>	<u>Page No.</u>
Coverages .....	1
Excluded Causes of Loss .....	2
Deductible .....	5
Additional Conditions .....	5
Valuation .....	5



## Installation and Service Property Coverage Form

### A. COVERAGES

#### 1. Stock to be Installed

We will pay for direct physical loss of or damage to **"stock"** directly caused by a **"covered cause of loss"** while such **"stock"** is:

- a. At an **"installation or service premises"**;
- b. At a **"temporary storage location"**; or
- c. In transit, to or from an **"installation or service premises"** or a **"temporary storage location"**.

Coverage ends at the earlier of the following:

- a. Your insurable interest in the **"stock"** ceases;
- b. The **"stock"** is accepted by the purchaser;
- c. The **"stock"** is installed and you have been paid;
- d. The **"stock"** is installed and put to its intended use; or
- e. The policy expires or is cancelled.

The most we will pay under this Marine Coverage in any one occurrence is the applicable Limit of Insurance shown on the Declarations for Installation and Service Property--Stock to be Installed.

#### 2. Tools and Equipment

We will pay for direct physical loss of or damage to:

- a. **"Personal property"** that are tools and equipment; and
- b. Vehicles that are not licensed for use on public roads,

used by you to install or service property at an **"installation or service premises"** directly caused by a **"covered cause of loss"**. Coverage applies while such property is:

- a. At an **"installation or service premises"**; or
- b. In transit, to or from an **"installation or service premises"**.

The most we will pay under this Marine Coverage for any one item and in any one occurrence is the applicable Limit of Insurance shown on the Declarations for Installation and Service Property--Tools and Equipment or in a schedule on file with us.

## B. EXCLUDED CAUSES OF LOSS

### 1. Artificially Maintained Conditions

We will not pay for loss of or damage to **"personal property"** caused by or resulting from the loss of or change in any artificially maintained or generated temperature, humidity, or atmosphere. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from an **"equipment breakdown cause of loss"**, **"mistake"**, or **"malfunction"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

This exclusion does not apply to **"electronic data processing hardware"** or **"duplicate information property"**.

### 2. Disappearance or Shortage

We will not pay for loss caused by disappearance or shortage disclosed on taking inventory or where there is no physical evidence to show what happened to the property. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

### 3. Dishonest Acts

We will not pay for loss caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the property for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. Acts of vandalism committed by your employees (including leased or temporary employees); or
- b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

### 4. Expected, Preventable, or Accumulated Losses

We will not pay for loss or damage caused by or resulting from:

- a. Wear and tear;
- b. Smoke, vapor, or gas from agricultural smudging or industrial operations;
- c. Smog;
- d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;
- e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or

f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

## 5. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to:

- a. Seizure or destruction of property by order of governmental authority and taken at the time of fire to prevent its spread; or
- b. Demolition orders issued pursuant to any ordinance or law in effect at the time of loss or damage regulating construction, use, or repair of any property; provided such demolition order has become legally enforceable as a result of physical damage to **"real property"** containing covered **"personal property"** directly caused by a **"covered cause of loss"**.

However, this exception does not apply to demolition orders issued pursuant to any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"microorganisms"**.

## 6. Loss of Market or Delay

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

## 7. Microorganisms

We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of **"microorganisms"**, unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"specified cause of loss"**, other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"microorganisms"**.

## 8. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence

to the loss, even if such other cause or event would otherwise be covered. But, if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

## 9. Precipitation

We will not pay for loss or damage caused by or resulting from rain, hail, snow, ice, or sleet to property in the open. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. **"Stock"** in the custody of a carrier for hire; or
- b. Vehicles that are not licensed for use on public roads.

## 10. Process Failures, Defects, or Errors

We will not pay for any of the following:

- a. Loss or damage due to spoilage, destruction, adulteration, discard, reduction in value, or any other loss or damage to **"stock"** caused by or resulting from a **"mistake"** or **"malfunction"** in the alteration, development, distribution, installation, manufacturing, maintenance, processing, repair, or testing of such **"stock"**.
- b. Loss or damage, including the costs of correcting or making good, caused by or resulting from:
  - 1) A **"mistake"** in planning, zoning, development, surveying, siting;
  - 2) A **"mistake"** in design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - 3) A **"mistake"** in materials used in repair, construction, renovation, or remodeling; or
  - 4) Insufficient or failure of maintenance or servicing,

of part or all of any property on or off an **"installation or service premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

- c. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating **"defective materials"** into part or all of any property on or off an **"installation or service premises"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

- d. Loss of or damage to machinery or equipment while undergoing a pressure or electrical test. This exclusion applies even this excluded cause of loss was caused by or resulted from an **"equipment breakdown cause of loss"**, **"mistake"**, or **"malfunction"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

## 11. Suspended Equipment

We will not pay for loss or damage caused by or resulting from an **"equipment breakdown cause of loss"** to **"suspended equipment"**. This exclusion applies even if this excluded cause of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

## 12. War and Military Action

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

## 13. Weight of Load

We will not pay for loss of or damage to **"personal property"** that are tools and equipment or vehicles used by you to install or service property caused by or resulting from the weight of a load exceeding the manufacturer's rated lifting or supporting capacity of any machine under the operating conditions at the time of loss or damage.

## C. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

## D. ADDITIONAL CONDITIONS

The following conditions apply in addition to the COMMERCIAL PROPERTY CONDITIONS and the COMMON POLICY CONDITIONS:

1. In the event of any loss or damage to Covered Property in transit, you must immediately make a claim in writing against the carrier, bailee, or others involved.
2. The coverage provided for **"stock"** by this Coverage Form is primary to any other insurance not subject to the same plan, terms, conditions, and provisions as this Coverage Form.

## E. VALUATION

We will determine the value of covered loss or damage as follows:

1. Except as provided in 2., 3., 4., 5., 6., and 7. below, the lesser of the following amounts:
  - a. The **"replacement cost"**; or

- b. The **"amount you actually spend"** to repair, rebuild, or replace Covered Property.
- 2. Except as provided in 3., 5., 6., and 7. below, Covered Property which is not repaired, rebuilt, or replaced will be valued at the **"actual cash value"** at the time and place of loss or damage. If you commence the repair, rebuilding, or replacement of the lost or damaged Covered Property within 24 months from the date the loss or damage occurred, upon completion of the repair, rebuilding, or replacement we will pay you the difference between the **"actual cash value"** previously paid and the **"replacement cost"** at the time of loss or damage.
- 3. **"Merchandise"** and **"finished stock"** at the regular cash selling price, less any discounts and expenses you otherwise would have had.
- 4. **"Stock in process"** at the value of **"raw stock"**, your labor expended, and your materials incorporated plus the proper proportion of your overhead charges, calculated in accordance with principles of Direct Costing. In no event will overhead be calculated in accordance with the principles of Absorption Costing.
- 5. Covered Property which has been permanently removed from service at **"actual cash value"**.
- 6. **"Duplicate information property"** at the lesser of:
  - a. The cost to purchase a duplicate copy, if a duplicate copy exists and is available for sale; or
  - b. The cost of blank materials, plus any cost incurred to copy data onto blank materials from a duplicate source on the same type of materials, provided such copying does not violate licensing or contract agreements.
- 7. Subject to 1., 2., and 5. above, the most we will pay for any one item for scheduled equipment is the value per item shown on the schedule on file with us.



**Original Information Property Coverage Form**

**Table of Contents**

<b><u>Section</u></b>	<b><u>Page No.</u></b>
Coverages .....	1
Excluded Causes of Loss .....	1
Deductible .....	4
Valuation .....	5



## Original Information Property Coverage Form

### A. COVERAGES

#### 1. Original Information Property

We will pay for direct physical loss of or damage to **"original information property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Original Information Property.

#### 2. Original Information Property--Away From Premises

We will also pay for direct physical loss of or damage to **"original information property"** away from a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Original Information Property--Away From Premises.

### B. EXCLUDED CAUSES OF LOSS

#### 1. Alteration, Falsification, Concealment, or Destruction

We will not pay for loss or damage caused by or resulting from alteration, falsification, concealment, or destruction of **"original information property"** done to conceal the wrongful giving, taking, or withholding of **"money"**, **"securities"**, or other property.

#### 2. Bookkeeping, Accounting, or Billing Mistakes

We will not pay for loss or damage caused by or resulting from a **"mistake"** or **"malfunction"** in bookkeeping, accounting, or billing.

#### 3. Defects or Errors

We will not pay for any of the following:

##### a. Loss or damage caused by or resulting from a **"mistake"** in:

- 1) Programming;
- 2) Instructions to a machine; or
- 3) Installation or maintenance of **"electronic data processing hardware"** or component parts.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

##### b. Loss or damage, including the costs of correcting or making good, caused by or resulting from:

- 1) A **"mistake"** in planning, zoning, development, surveying, siting;
- 2) A **"mistake"** in design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- 3) A **"mistake"** in materials used in repair, construction, renovation, or remodeling; or
- 4) Insufficient or failure of maintenance or servicing,

of part or all of any **"original information property"** on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

- c. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating **"defective materials"** into part or all of any **"original information property"** on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

#### 4. Disappearance or Shortage

We will not pay for loss caused by or resulting from disappearance or shortage disclosed on taking inventory or where there is no physical evidence to show what happened to the **"original information property"**. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

#### 5. Dishonest Acts

We will not pay for loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the **"original information property"** for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. Acts of vandalism committed by your employees (including leased or temporary employees); or
- b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

#### 6. Earth Movement

We will not pay for loss or damage caused directly or indirectly by **"earth movement"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be

covered. But if **"earth movement"** results in fire, explosion, theft, or sprinkler leakage, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, theft, or sprinkler leakage.

## 7. Electronic Vandalism

We will not pay for loss or damage caused by or resulting from **"electronic vandalism"**.

This exclusion applies even if the **"electronic vandalism"** was caused by or resulted from a **"mistake"** or **"malfunction"**.

## 8. Expected, Preventable, or Accumulated Losses

We will not pay for loss or damage caused by or resulting from:

- a. Wear and tear;
- b. Smoke, vapor, or gas from agricultural smudging or industrial operations;
- c. Smog;
- d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;
- e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or
- f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

## 9. Flood

We will not pay for loss or damage caused directly or indirectly by **"flood"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"flood"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, or theft.

## 10. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to acts of destruction of **"original information property"** ordered by governmental authority and taken at the time of fire to prevent its spread.

#### 11. Loss of Market or Delay

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

#### 12. Microorganisms

We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of **"microorganisms"**, unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"specified cause of loss"**, other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"microorganisms"**.

#### 13. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

#### 14. War and Military Action

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

#### C. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

#### D. VALUATION

We will determine the value of covered loss or damage to lost or damaged **"original information property"** at the full cost necessary to research and reproduce a master copy, including the information and material on which it resides. However, we will only pay for costs of research and reproduction if you reproduce your **"original information property"**. We will not include the cost of making additional copies.



**Transit Coverage Form**

**Table of Contents**

<b><u>Section</u></b>	<b><u>Page No.</u></b>
Coverage .....	1
Property Not Covered .....	1
Excluded Causes of Loss .....	2
Deductible .....	4
Additional Conditions .....	4
Valuation .....	4



## Transit Coverage Form

### A. COVERAGE

We will pay for direct physical loss of or damage to **"personal property"** in transit, including:

1. Your interest in shipments sold under Free on Board or Freight Allowed terms;
2. **"Personal property"** when the purchaser refuses to accept delivery or returns it to the shipper; or
3. General average and salvage charges on shipments while waterborne,  
directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Transit--Personal Property.

### B. PROPERTY NOT COVERED

This Coverage Form does not apply to:

1. **"Personal property"** in transit to or from a fair or exhibition;
2. **"Salespersons samples"**;
3. Property of others in your care, custody, or control if you are acting as a carrier for hire, broker, loader, consolidator, or freight forwarder with a written contract or bill of lading;
4. **"Personal property"** used by you to install or service property at an **"installation or service premises"**;
5. **"Stock"** in transit to or from an **"installation or service premises"** or a **"temporary storage location"**;
6. Furs, fur garments, and garments trimmed with fur;
7. Jewelry, watches, watch movements, jewels, pearls, precious or semiprecious stones, bullion, gold, silver, platinum, and other precious alloys or metals, except for:
  - a. Jewelry or watches worth \$100 or less per item; or
  - b. Precious or semiprecious stones or metals used for industrial purposes; or
8. Lottery tickets held for sale.

### C. EXCLUDED CAUSES OF LOSS

#### 1. Artificially Maintained Conditions

We will not pay for loss of or damage to **"personal property"** caused by or resulting from the loss of or change in any artificially maintained or generated temperature, humidity, or atmosphere. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from an **"equipment breakdown cause of loss"**, **"mistake"**, or **"malfunction"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

This exclusion does not apply to **"electronic data processing hardware"** or **"duplicate information property"**.

#### 2. Dishonest Acts

We will not pay for loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the **"personal property"** for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. Acts of vandalism committed by your employees (including leased or temporary employees); or
- b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

#### 3. Expected, Preventable, or Accumulated Losses

We will not pay for loss or damage caused by or resulting from:

- a. Wear and tear;
- b. Smoke, vapor, or gas from agricultural smudging or industrial operations;
- c. Smog;
- d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;
- e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or
- f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

#### 4. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to seizure or destruction of property by order of governmental authority and taken at the time of fire to prevent its spread.

#### 5. Loss of Market or Delay

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

#### 6. Microorganisms

We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of **"microorganisms"**, unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"specified cause of loss"**, other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"microorganisms"**.

#### 7. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

#### 8. Process Failures, Defects, or Errors

We will not pay for any of the following:

- a. Loss or damage due to spoilage, destruction, adulteration, discard, reduction in value, or any other loss or damage to **"stock"** caused by or resulting from a **"mistake"** or **"malfunction"** in the alteration, development, distribution, installation, manufacturing, maintenance, processing, repair, or testing of such **"stock"**.
- b. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating **"defective materials"** into part or all of any property on or off the **"premises"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

#### 9. Suspended Equipment

We will not pay for loss or damage caused by or resulting from an **"equipment breakdown cause of loss"** to **"suspended equipment"**. This exclusion applies even if this excluded cause of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

#### 10. War and Military Action

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

#### D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

#### E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the COMMERCIAL PROPERTY CONDITIONS and the COMMON POLICY CONDITIONS:

1. In the event of any loss or damage to **"personal property"** in transit, you must immediately make a claim in writing against the carrier, bailee, or others involved.
2. If **"personal property"** in transit which was sold under Free on Board or Freight Allowed terms is lost or damaged and the consignee refuses to pay for such **"personal property"** because of the loss or damage, we will not attempt to enforce collection from the consignee without your written permission.

#### F. VALUATION

We will determine the amount of covered loss or damage as follows:

1. Except as provided in 2., 3., 4., 5., and 6. below, the lesser of the following amounts:
  - a. The **"replacement cost"**; or
  - b. The **"amount you actually spend"** to repair, rebuild, or replace **"personal property"**.

2. Except as provided in 3., 5., and 6. below, **"personal property"** which is not repaired, rebuilt, or replaced will be valued at the **"actual cash value"** at the time and place of loss or damage. If you commence the repair, rebuilding, or replacement of the lost or damaged **"personal property"** within 24 months from the date the loss or damage occurred, upon completion of the repair, rebuilding, or replacement we will pay you the difference between the **"actual cash value"** previously paid and the **"replacement cost"** at the time of loss or damage.
3. **"Merchandise"** which has been sold but not delivered and **"finished stock"** at the regular cash selling price, less any discounts and expenses you otherwise would have had.
4. **"Stock in process"** at the value of **"raw stock"**, your labor expended, and your materials incorporated plus the proper proportion of your overhead charges, calculated in accordance with principles of Direct Costing. In no event will overhead be calculated in accordance with the principles of Absorption Costing.
5. **"Personal property"** which has been permanently removed from service at **"actual cash value"**.
6. **"Duplicate information property"** at the lesser of:
  - a. The cost to purchase a duplicate copy, if a duplicate copy exists and is available for sale; or
  - b. The cost of blank materials, plus any cost incurred to copy data onto blank materials from a duplicate source on the same type of materials, provided such copying does not violate licensing or contract agreements.



**Business Income Coverage Form  
(Excluding Extra Expense)**

**Table of Contents**

<b><u>Section</u></b>	<b><u>Page No.</u></b>
Coverage .....	1
Additional Coverages .....	1
Exclusions .....	4
Limitations .....	5
Deductible .....	6
Loss Determination .....	6
Optional Coverages .....	7



## Business Income Coverage Form (Excluding Extra Expense)

### A. COVERAGE

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to property at a **"premises"** at which a Limit of Insurance is shown on the Declarations for Business Income. The loss or damage must be directly caused by a **"covered cause of loss"**. We will not pay more than the applicable Limit of Insurance shown on the Declarations for Business Income at that **"premises"**.

### B. ADDITIONAL COVERAGES

#### 1. Civil Authority

We will pay for the actual loss of **"business income"** you sustain for up to the number of days shown on the Declarations for Civil Authority resulting from the necessary **"suspension"**, or delay in the start, of your **"operations"** if the **"suspension"** or delay is caused by order of civil authority that prohibits access to the **"premises"** or **"reported unscheduled premises"**. That order must result from a civil authority's response to direct physical loss of or damage to property located within one mile from the **"premises"** or **"reported unscheduled premises"** which sustains a **"business income"** loss. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Business Income at the **"premises"** or **"reported unscheduled premises"** where access was prohibited.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance.

#### 2. Contractual Penalties

We will pay contractual penalties you are legally liable to pay under the provisions of a written contract due to late or non-completion of orders. Those penalties must be the result of direct physical loss of or damage to property at a **"premises"** or **"reported unscheduled premises"** at which a Limit of Insurance is shown on the Declarations for Business Income. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Contractual Penalties.

#### 3. Electronic Vandalism

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** provided the **"suspension"** was directly caused by **"electronic vandalism"**.

The most we will pay under this Additional Coverage in any one policy year is the Annual Aggregate Limit of Insurance shown on the Declarations for Electronic Vandalism--Business Income.

#### 4. Expense to Reduce Loss

We will pay reasonable and necessary expenses you incur, except the cost of extinguishing a fire, to reduce the amount of loss of **"business income"**. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this Coverage Form and subject to the applicable Limit of Insurance shown on the Declarations for Business Income at that **"premises"** or **"reported unscheduled premises"**.

#### 5. Extended Period of Indemnity

If the necessary **"suspension"** of your **"operations"** produces a **"business income"** loss payable under this Coverage Form, and you resume **"operations"** with reasonable speed, we will pay for the actual loss of **"business income"** you sustain during the **"extended period of indemnity"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Business Income at the **"premises"** or **"reported unscheduled premises"** where the direct physical loss or damage occurred.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance.

#### 6. Fairs or Exhibitions

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to property at, or while in transit to or from, any fair or exhibition. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Fairs or Exhibitions--Business Income.

#### 7. Ingress/Egress

We will pay for the actual loss of **"business income"** you sustain for up to the number of days shown on the Declarations for Ingress/Egress following the necessary **"suspension"** of your **"operations"**, when ingress or egress by your suppliers, customers, or employees to the **"premises"** or **"reported unscheduled premises"** is physically obstructed due to direct physical loss or damage. The actual loss of **"business income"** you sustain must be caused by direct physical loss or damage to property not owned, occupied, leased, or rented by you, or insured under this Commercial Property Coverage Part. That property must be located within one mile from the **"premises"** or **"reported unscheduled premises"** which sustains a **"business income"** loss. The obstruction cannot be the result of an order of civil authority that prohibits access to that **"premises"** or **"reported unscheduled premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Business Income at the **"premises"** or **"reported unscheduled premises"** where ingress or egress was obstructed.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance.

#### 8. Microorganisms

We will pay for the actual loss of **"business income"** you sustain due to the:

- a. Necessary **"suspension"** of your **"operations"** from direct physical loss of or damage to Covered Property caused by **"microorganisms"** when the **"microorganisms"** are the result of a **"covered cause of loss"**; or
- b. Prolonged **"period of restoration"** due to the remediation of **"microorganisms"** from a covered loss.

The most we will pay under this Additional Coverage in any one policy year is the Annual Aggregate Limit of Insurance shown on the Declarations for Microorganisms--Business Income. Regardless of the number of claims, this Limit of Insurance is the most we will pay for the total of all loss, even if the **"microorganisms"** continue to be present, active, or recur.

#### 9. Newly Acquired Premises

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to your property at a **"newly acquired premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

This Additional Coverage will automatically expire on the earliest of the following dates:

- a. The date you report the **"newly acquired premises"** to us;
- b. The number of days shown on the Declarations from the date the location becomes a **"newly acquired premises"**; or
- c. The date this policy expires or is cancelled.

We will charge you additional premium for values reported from the date the location becomes a **"newly acquired premises"**.

The most we will pay under this Additional Coverage at any one **"newly acquired premises"** is the Limit of Insurance shown on the Declarations for Newly Acquired Premises--Business Income.

#### 10. Reported Unscheduled Premises

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to property at a **"reported unscheduled premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Reported Unscheduled Premises--Business Income.

#### 11. Scheduled Property

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to **"scheduled property"**. The loss or damage must be directly caused by a **"covered cause of loss"** within the Coverage Territory.

The most we will pay under this Additional Coverage in any one occurrence is 25% of the applicable Limit of Insurance shown on the SCHEDULED PROPERTY COVERAGE FORM.

#### 12. Transit

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to property in transit, other than while in transit to or from any fair or exhibition. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Transit--Business Income.

### 13. Unreported Premises

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to your property, or property of your landlord, at an **"unreported premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"unreported premises"** is the Limit of Insurance shown on the Declarations for Unreported Premises--Business Income.

## C. EXCLUSIONS

### 1. Real or Personal Property

The exclusions in paragraphs 6., 7., 8., and 9. below and the excluded causes of loss in the REAL AND PERSONAL PROPERTY COVERAGE FORM, except Off-Premises Service Interruption, apply to loss of **"business income"** caused by or resulting from loss of or damage to any property other than:

- a. **"Fine arts"**;
- b. **"Original information property"**;
- c. **"Outdoor trees, shrubs, plants, or lawns"**;
- d. **"Green roofing systems"**;
- e. **"Personal property"** in transit; or
- f. **"Scheduled property"**.

### 2. Fine Arts

The exclusions in paragraphs 6., 7., 8., and 9. below and the excluded causes of loss in the FINE ARTS COVERAGE FORM apply to loss of **"business income"** caused by or resulting from loss of or damage to **"fine arts"**.

### 3. Original Information Property

The exclusions in paragraphs 6., 7., 8., and 9. below and the excluded causes of loss in the ORIGINAL INFORMATION PROPERTY COVERAGE FORM apply to loss of **"business income"** caused by or resulting from loss of or damage to **"original information property"**.

### 4. Personal Property in Transit

The exclusions in paragraphs 6., 7., 8., and 9. below and the excluded causes of loss in the TRANSIT COVERAGE FORM apply to loss of **"business income"** caused by or resulting from loss of or damage to **"personal property"** in transit.

### 5. Scheduled Property

The exclusions in paragraphs 6., 7., 8., and 9. below and the excluded causes of loss in the SCHEDULED PROPERTY COVERAGE FORM apply to loss of **"business income"** caused by or resulting from loss of or damage to **"scheduled property"**.

## 6. Finished Stock

We will not pay for loss of **"business income"** caused by or resulting from:

- a. Loss of or damage to **"finished stock"**; or
- b. The time required to replace **"finished stock"**.

## 7. Off-Premises Service Interruption

We will not pay for loss of **"business income"** caused by or resulting from any **"off-premises service interruption"**. Such loss is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

## 8. Suspension, Lapse, or Cancellation

We will not pay for any loss of **"business income"** caused by or resulting from a suspension, lapse, or cancellation of any license, lease, or contract, unless the suspension, lapse, or cancellation is directly caused by the **"suspension"** of your **"operations"**. If the suspension, lapse, or cancellation of any license, lease, or contract is directly caused by the **"suspension"** of your **"operations"**, we will not pay for that portion of any loss from such suspension, lapse, or cancellation which occurs after the **"extended period of indemnity"**.

## 9. Space and Space Related Risks

We will not pay for any loss of **"business income"** caused by or resulting from loss of or damage to:

- a. Spacecraft, satellites, associated launch vehicles and any major components, including any property contained therein; or
- b. Launch facilities for spacecraft or satellites.

## D. LIMITATIONS

### 1. Idle Periods

We will not pay for loss of **"business income"** during any period in which business would not or could not have been conducted for any reason other than:

- a. Direct physical loss of or damage to property as described in Section A., Coverage, above;
- b. A civil authority prohibiting access to the **"premises"** or **"reported unscheduled premises"** as described in the Civil Authority Additional Coverage above; or
- c. A physical obstruction affecting ingress or egress to the **"premises"** or **"reported unscheduled premises"** as described in the Ingress/Egress Additional Coverage above.

### 2. Strikers or Others Causing Delay

We will not pay for any loss of **"business income"** caused by or resulting from delay in rebuilding, repairing, or replacing property, or resuming **"operations"**, due to the interference at the location of the rebuilding, repair, or replacement by strikers or other persons.

### 3. Outdoor Trees, Shrubs, Plants, or Lawns

We will not pay for loss of **"business income"** caused by or resulting from loss of or damage to **"outdoor trees, shrubs, plants, or lawns"** unless the loss or damage is directly caused by fire, lightning, explosion, riot or civil commotion, or aircraft.

### 4. Green Roofing Systems

We will not pay for loss of **"business income"** caused by or resulting from loss of or damage to **"green roofing systems"** unless the loss or damage is directly caused by a **"covered cause of loss"** other than loss or damage caused by or resulting from:

- a. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals;
- b. Disease;
- c. Changes in or extremes of temperature;
- d. Dampness or dryness of atmosphere or of soil supporting the vegetation; or
- e. Rain, snow, hail, ice, or sleet.

## E. DEDUCTIBLE

We will not pay for any loss of **"business income"** in any one occurrence until the amount of loss exceeds the applicable Deductibles or is incurred after the applicable Waiting Periods shown on the Declarations. We will then pay the amount of actual **"business income"** loss sustained in excess of the Deductibles or incurred after the Waiting Periods, up to the applicable Limits of Insurance.

If a Waiting Period is shown on the Declarations, the Waiting Period begins immediately following the direct physical loss of or damage to property, directly caused by a **"covered cause of loss"**.

## F. LOSS DETERMINATION

### 1. Sources of Information

The amount of actual **"business income"** loss sustained will be based on relevant sources of information, including, but not limited to:

- a. Your financial records, tax returns, and accounting procedures;
- b. Bills, invoices, and other vouchers; and
- c. Deeds, liens, and contracts.

### 2. Net Income

The amount of **"net income"** will be determined based on:

- a. The **"net income"** of the business before the direct physical loss or damage occurred; and
- b. The likely **"net income"** of the business if no direct physical loss or damage had occurred.

### 3. Continuing Expenses

The amount of **"continuing expenses"** will be determined based on those expenses which are necessary to resume your **"operations"** with the same quality of service that existed just before the direct physical loss or damage and which are incurred during the **"period of restoration"** or **"extended period of indemnity"**.

### 4. Resumption of Operations

We will reduce the amount of the **"business income"** loss payment:

- a. To the extent you could resume your **"operations"**, in whole or in part, by using damaged or undamaged property, including **"stock"**; or
- b. To the extent you could resume your **"operations"**, in whole or in part, by using any other location.

### 5. Finished Stock and Merchandise

Lost or damaged **"finished stock"** or **"merchandise"** that is valued at regular cash selling price will be considered to have been sold to your customers and will be credited against the lost sales.

## G. OPTIONAL COVERAGES

If shown on the Declarations, the following Optional Coverages apply separately to each item:

### 1. Maximum Period of Indemnity

The most we will pay for loss of **"business income"** is the lesser of:

- a. The amount of loss incurred during the 120 days immediately following the beginning of the **"period of restoration"**; or
- b. The Limit of Insurance shown on the Declarations.

The Additional Condition--Coinsurance endorsement does not apply to this Optional Coverage.

The Extended Period of Indemnity Additional Coverage does not apply.

### 2. Monthly Limit of Indemnity

The most we will pay for loss of **"business income"** in each period of 30 consecutive days after the beginning of the **"period of restoration"** is:

- a. The Limit of Insurance, multiplied by
- b. The fraction shown on the Declarations for this Optional Coverage.

The Additional Condition--Coinsurance endorsement does not apply to this Optional Coverage.

The Extended Period of Indemnity Additional Coverage does not apply.

#### Example:

If:

- a. The Limit of Insurance is \$120,000.

b. The fraction shown on the Declarations for this Optional Coverage is 1/4.

The most we will pay for loss in each period of 30 consecutive days is \$30,000.

If, in this example, the actual amount of the loss is:

Days 1-30	\$40,000
Days 31-60	20,000
Days 61-90	<u>30,000</u>
	\$90,000

We will pay:

Days 1-30	\$30,000
Days 31-60	20,000
Days 61-90	<u>30,000</u>
	\$80,000

The remaining \$10,000 of loss is not covered.



**Extra Expense Coverage Form**

**Table of Contents**

<b><u>Section</u></b>	<b><u>Page No.</u></b>
Coverage .....	1
Additional Coverages .....	1
Exclusions .....	2
Limitations .....	3
Deductible .....	4
Loss Determination .....	4



## Extra Expense Coverage Form

### A. COVERAGE

We will pay for the actual and necessary **"extra expense"** you incur due to direct physical loss of or damage to property at a **"premises"** at which a Limit of Insurance is shown for Extra Expense on the Declarations. The loss or damage must be directly caused by a **"covered cause of loss"**. We will not pay more than the applicable Limit of Insurance shown on the Declarations for Extra Expense at that **"premises"**.

### B. ADDITIONAL COVERAGES

#### 1. Civil Authority

We will pay for the actual and necessary **"extra expense"** you incur for up to the number of days shown on the Declarations for Civil Authority when an order of civil authority prohibits access to the **"premises"** or **"reported unscheduled premises"**. That order must result from a civil authority's response to direct physical loss of or damage to property located within one mile from the **"premises"** or **"reported unscheduled premises"** where the **"extra expense"** was incurred. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Extra Expense at the **"premises"** or **"reported unscheduled premises"** where access was prohibited.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance.

#### 2. Ingress/Egress

We will pay for the actual and necessary **"extra expense"** you incur for up to the number of days shown on the Declarations for Ingress/Egress, when ingress or egress by your suppliers, customers, or employees to the **"premises"** or **"reported unscheduled premises"** is physically obstructed due to direct physical loss or damage. The actual and necessary **"extra expense"** you incur must be caused by direct physical loss of or damage to property not owned, occupied, leased, or rented by you, or insured under this Commercial Property Coverage Part. That property must be located within one mile from the **"premises"** or **"reported unscheduled premises"** where the **"extra expense"** was incurred. The obstruction cannot be the result of an order of civil authority that prohibits access to that **"premises"** or **"reported unscheduled premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under the Additional Coverage is the Limit of Insurance shown on the Declarations for Extra Expense at the **"premises"** or **"reported unscheduled premises"** where ingress or egress was obstructed.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance.

#### 3. Newly Acquired Premises

We will pay for the actual and necessary **"extra expense"** you incur due to direct physical loss of or damage to your property at a **"newly acquired premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

This Additional Coverage will automatically expire on the earliest of the following dates:

- a. The date you report the **"newly acquired premises"** to us;
- b. The number of days shown on the Declarations from the date the location becomes a **"newly acquired premises"**; or
- c. The date this policy expires or is cancelled.

We will charge you additional premium for values reported from the date the location becomes a **"newly acquired premises"**.

The most we will pay under this Additional Coverage at any one **"newly acquired premises"** is the Limit of Insurance shown on the Declarations for Newly Acquired Premises--Extra Expense.

#### 4. Reported Unscheduled Premises

We will pay for the actual and necessary **"extra expense"** you incur due to direct physical loss of or damage to property at a **"reported unscheduled premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Reported Unscheduled Premises--Extra Expense.

#### 5. Unreported Premises

We will pay for the actual and necessary **"extra expense"** you incur due to direct physical loss of or damage to your property at an **"unreported premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"unreported premises"** is the Limit of Insurance shown on the Declarations for Unreported Premises--Extra Expense.

### C. EXCLUSIONS

#### 1. Real or Personal Property

The exclusions in paragraphs 4., 5., and 6. below and the excluded causes of loss in the REAL AND PERSONAL PROPERTY COVERAGE FORM, except Off Premises Service Interruption, apply to **"extra expense"** incurred, caused by or resulting from loss of or damage to any property other than:

- a. **"Fine arts"**;
- b. **"Original information property"**;
- c. **"Outdoor trees, shrubs, plants, or lawns"**; or
- d. **"Green roofing systems"**.

#### 2. Fine Arts

The exclusions in paragraphs 4., 5., and 6. below and the excluded causes of loss in the FINE ARTS COVERAGE FORM apply to **"extra expense"** incurred, caused by or resulting from loss of or damage to **"fine arts"**.

### 3. Original Information Property

The exclusions in paragraphs 4., 5., and 6. below and the excluded causes of loss in the ORIGINAL INFORMATION PROPERTY COVERAGE FORM apply to **"extra expense"** incurred, caused by or resulting from loss of or damage to **"original information property"**.

### 4. Off-Premises Service Interruption

We will not pay for **"extra expense"** incurred, caused by or resulting from any **"off-premises service interruption"**. Such loss is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

### 5. Suspension, Lapse, or Cancellation

We will not pay for **"extra expense"** incurred, caused by or resulting from a suspension, lapse, or cancellation of any license, lease, or contract, unless the suspension, lapse, or cancellation is directly caused by the **"suspension"** of your **"operations"**. If the suspension, lapse, or cancellation of any license, lease, or contract is directly caused by the **"suspension"** of your **"operations"**, we will not pay for that portion of any **"extra expense"** incurred from such suspension, lapse, or cancellation which occurs after the **"period of restoration"**.

### 6. Space and Space Related Risks

We will not pay for **"extra expense"** incurred, caused by or resulting from loss or damage to:

- a. Spacecraft, satellites, associated launch vehicles and any major components, including any property contained therein; or
- b. Launch facilities for spacecraft or satellites.

## D. LIMITATIONS

### 1. Idle Periods

We will not pay for **"extra expense"** incurred during any period in which business would not or could not have been conducted for any reason other than:

- a. Direct physical loss of or damage to property as described in Section A., Coverage, above;
- b. A civil authority prohibiting access to the **"premises"** or **"reported unscheduled premises"** as described in the Civil Authority Additional Coverage above; or
- c. A physical obstruction affecting ingress or egress to the **"premises"** or **"reported unscheduled premises"** as described in the Ingress/Egress Additional Coverage above.

### 2. Strikers or Others Causing Delay

We will not pay for any increase in **"extra expense"** incurred, caused by delay in rebuilding, repairing, or replacing property or resuming **"operations"**, due to the interference at the location of the rebuilding, repair, or replacement by strikers or other persons.

### 3. Outdoor Trees, Shrubs, Plants, or Lawns

We will not pay for **"extra expense"** incurred, caused by or resulting from loss of or damage to **"outdoor trees, shrubs, plants, or lawns"** unless the loss or damage is directly caused by fire, lightning, explosion, riot or civil commotion, or aircraft.

#### 4. Green Roofing Systems

We will not pay for **"extra expense"** incurred, caused by or resulting from loss of or damage to **"green roofing systems"** unless the loss or damage is directly caused by a **"covered cause of loss"** other than loss or damage caused by or resulting from:

- a. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals;
- b. Disease;
- c. Changes in or extremes of temperature;
- d. Dampness or dryness of atmosphere or of soil supporting the vegetation; or
- e. Rain, snow, hail, ice, or sleet.

#### E. DEDUCTIBLE

We will not pay for any **"extra expense"** incurred in any one occurrence until the amount of **"extra expense"** incurred exceeds the applicable Deductibles shown on the Declarations. We will then pay the actual and necessary **"extra expense"** incurred in excess of the Deductibles up to the applicable Limits of Insurance.

#### F. LOSS DETERMINATION

##### 1. Sources of Information

The amount of actual and necessary **"extra expense"** incurred will be based on relevant sources of information, including, but not limited to:

- a. Your financial records, tax returns, and accounting procedures;
- b. Bills, invoices, and other vouchers; and
- c. Deeds, liens, and contracts.

##### 2. Extra Expense

The amount of actual and necessary **"extra expense"** incurred will be determined based on:

- a. All **"extra expense"** that exceeds the normal operating expenses that would have been incurred by your **"operations"** during the **"period of restoration"** if no direct physical loss or damage had occurred; and
- b. All expenses that reduce the **"extra expense"** that otherwise would have been incurred.

We will deduct from the total **"extra expense"** incurred the salvage value of any property bought for temporary use during the **"period of restoration"**, once **"operations"** are resumed.

##### 3. Resumption of Operations

We will reduce the amount of **"extra expense"** paid to the extent you can return **"operations"** to normal and discontinue such **"extra expense"**.



## **Flood Exclusion--Amended Definition For Specified Locations**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies the following:

### **COMMERCIAL PROPERTY DEFINITIONS**

#### **SCHEDULE \***

LOCATIONS# 1, 2, 4, 10, 11, 12 AND 27

\*Information required to complete this Schedule, if not shown on this endorsement, will be shown on the Declarations.

With respect to any location shown in the Schedule above, the definition of **"flood"** is replaced by the following:

**'Flood'** means a general and temporary condition of partial or complete inundation of land areas from:

- a. The overflow, or the expansion beyond normal boundaries, of inland or tidal waters, including natural or man-made lakes, reservoirs, ponds, brooks, rivers, streams, harbors, oceans, or any other body of water or watercourse;
- b. Waves or tides, including tsunamis;
- c. Surface water;
- d. The spray from items a., b., and c. above, whether driven by wind or not;
- e. Water that backs up or overflows from a sewer, drain, or sump;
- f. Mudslide or mudflow; or
- g. Water under the ground surface pressing on, or flowing or seeping through:
  - 1) Foundations, walls, floors, or paved surfaces;
  - 2) Basements, whether paved or not; or
  - 3) Doors, windows, or other openings.



## Maximum Loss Limit

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROPERTY COVERAGE PART**

The applicable Limit of Insurance for any specific coverage is the most we will pay for that coverage.

However, the most we will pay in any one occurrence for all loss, damage, cost, or expense covered under this Commercial Property Coverage Part is \$ 15,000,000



ZURICH

## Wind and Hail--Direct Damage and Time Element Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)  
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES  
(EXCLUDING EXTRA EXPENSE)--TECHNOLOGY  
EXTRA EXPENSE COVERAGE FORM  
FINE ARTS COVERAGE FORM  
ORIGINAL INFORMATION PROPERTY COVERAGE FORM  
REAL AND PERSONAL PROPERTY COVERAGE FORM  
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM

- A. The Wind and Hail--Direct Damage and Time Element Deductible only applies to loss or damage that, but for the application of the Deductible, would be paid by us under this Commercial Property Coverage Part.
- B. With respect to any **"premises"** at which a Wind and Hail--Direct Damage and Time Element Deductible is shown on the Declarations, the following is added to the Deductible section:

With respect to all loss or damage caused directly or indirectly by wind or hail, regardless of whether any other cause or event, including a **"mistake"**, **"malfunction"**, or another weather condition, contributes concurrently or in any sequence to the loss, the following applies:

We will not pay for loss, damage, cost, or expense at any one **"premises"** in any one occurrence until the amount of covered loss, damage, cost, or expense exceeds the Wind and Hail--Direct Damage and Time Element Deductible shown on the Declarations for that **"premises"**. We will then pay for the amount of covered loss, damage, cost, or expense in excess of the Deductible, up to the applicable Limits of Insurance.

If more than one **"premises"** suffers loss or damage in one occurrence, the applicable Deductibles shown on the Declarations will apply separately and individually to the covered loss, damage, cost, or expense at each **"premises"**.

The Wind and Hail Deductibles apply to all covered loss, damage, cost, or expense covered by **"time element coverage"** when the loss, damage, cost, or expense is caused directly or indirectly by wind or hail even if no other deductible applies to the **"time element coverage"**.



## Dependent Premises Business Income Coverage--Unscheduled Locations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

**BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)**  
**BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY**  
**COMMERCIAL PROPERTY DEFINITIONS**  
**EXTRA EXPENSE COVERAGE FORM**

### A. COVERAGE

The following is added to Section A., Coverage, in the BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE) and Section A., Coverages, in the BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY:

We will also pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to property, including property in the open (or in a vehicle), at a **"dependent premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay in any one occurrence is the Limit of Insurance shown on the Declarations for Dependent Premises Business Income--Unscheduled Locations.

### B. ADDITIONAL COVERAGES

With respect to a **"suspension"** of your **"operations"** caused by direct physical loss of or damage to property, including property in the open (or in a vehicle), at a **"dependent premises"**, the Civil Authority and Contractual Penalties Additional Coverages in the BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE) and the BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY are replaced by the following:

#### Civil Authority

We will pay for the actual loss of **"business income"** you sustain for up to 30 days resulting from the necessary **"suspension"**, or delay in the start, of your **"operations"** if the **"suspension"** or delay is caused by order of civil authority that prohibits access to a **"dependent premises"**. That order must result from a civil authority's response to direct physical loss of or damage to property located within one mile from the **"dependent premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Dependent Premises Business Income--Unscheduled Locations.

The Limit for this Additional Coverage is included in, and not in addition to, that Limit of Insurance.

#### Contractual Penalties

We will pay contractual penalties you are legally liable to pay under the provisions of a written contract due to late or non-completion of orders. Those penalties must be the result of direct physical loss of or damage to property at a **"dependent premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Contractual Penalties.

### C. OPTIONAL COVERAGE

If a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations, the following Optional Coverage is added to Section A., Coverage, in the EXTRA EXPENSE COVERAGE FORM:

We will pay for the actual and necessary **"extra expense"** you incur due to direct physical loss of or damage to property, including property in the open (or in a vehicle), at a **"dependent premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**. The most we will pay in any one occurrence is the Limit of Insurance shown on the Declarations for Dependent Premises Business Income--Unscheduled Locations. This Limit is included in, and not in addition to, any other applicable Limit of Insurance.

If a Blanket Business Income and Extra Expense Limit of Insurance applies, the Civil Authority Additional Coverage in the EXTRA EXPENSE COVERAGE FORM applies to the actual and necessary **"extra expense"** you incur for up to 30 days after an order of civil authority prohibits access to that **"dependent premises"**. That order must result from a civil authority's response to direct physical loss of or damage to property located within one mile from the **"dependent premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**. The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Dependent Premises Business Income--Unscheduled Locations. The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limit of Insurance.

### D. LOSS DETERMINATION

With respect to a **"suspension"** of **"operations"** caused by direct physical loss of or damage to a **"dependent premises"**, the Resumption of Operations Loss Determination in the BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE) and the BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY is replaced by the following:

#### Resumption of Operations

We will reduce the amount of **"business income"** loss payment to the extent you could resume your **"operations"**, in whole or in part, by using:

- a. Sources of materials or services; or
- b. Outlets for your products or services,

available to you.

### E. DEFINITIONS

With respect to a **"suspension"** of **"operations"** caused by direct physical loss of or damage to property at a **"dependent premises"**, the **"period of restoration"** definition in the COMMERCIAL PROPERTY DEFINITIONS is replaced by the following:

**"Period of restoration"** means the period of time that:

- a. Begins when the direct physical loss of or damage to property at a **"dependent premises"** occurs; and
- b. Ends on the date when the property at that **"dependent premises"** should be repaired, rebuilt, or replaced with reasonable speed and similar quality.

**"Period of restoration"** does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"pollutants"** or **"microorganisms"**.

The expiration of this policy will not cut short the **"period of restoration"**.

- F. Coverage provided by this endorsement does not apply at any location at which **"business income"** coverage is provided by any other Coverage Form included in this Commercial Property Coverage Part.



## Earth Movement Coverage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)  
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES  
(EXCLUDING EXTRA EXPENSE)--TECHNOLOGY  
COMMERCIAL PROPERTY DEFINITIONS  
EXTRA EXPENSE COVERAGE FORM  
FINE ARTS COVERAGE FORM  
ORIGINAL INFORMATION PROPERTY COVERAGE FORM  
REAL AND PERSONAL PROPERTY COVERAGE FORM  
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM

### A. COVERAGE

The Earth Movement exclusion does not apply to loss or damage at a **"premises"** at which a Limit of Insurance is shown on the Declarations for Earth Movement. However, we will not pay for loss or damage caused directly or indirectly by any **"earth movement"** that begins before the inception of this Commercial Property Coverage Part.

All earthquake shocks that occur within any single 168-hour period will constitute a single occurrence. The expiration of this policy will not reduce the 168-hour period.

If the Earth Movement and Flood Coverage--Specified Property endorsement is included in this Commercial Property Coverage Part, this endorsement does not apply to property covered by that endorsement.

### B. ADDITIONAL EXCLUDED CAUSES OF LOSS

#### 1. Mine Subsidence

We will not pay for loss or damage caused directly or indirectly by **"mine subsidence"**. Such loss or damage is excluded regardless of any other cause or event, including **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"mine subsidence"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage solely caused by that fire, explosion, or theft.

#### 2. Off-Premises Damage

We will not pay for loss or damage caused directly or indirectly by **"earth movement"** at any of the following locations:

- a. **"Cloud facility";**
- b. **"Dependent premises";**
- c. Fairs or exhibitions;

- d. **"Newly acquired premises"**;
- e. **"Reported unscheduled premises"**;
- f. **"Unreported premises"**; or
- g. Any location used to provide power or other utility service to **"premises"**.

## C. LIMITS OF INSURANCE

### 1. Premises Limits

The most we will pay in any one occurrence for loss or damage caused directly or indirectly by **"earth movement"** at any one **"premises"** is the Limit of Insurance shown on the Declarations for Earth Movement for that **"premises"**.

### 2. Occurrence Limits

- a. The most we will pay in any one occurrence for all loss or damage caused directly or indirectly by **"earth movement"** at all **"Schedule A Premises"** is the Occurrence Limit of Insurance shown on the Declarations for Earth Movement (Schedule A), regardless of the number of **"Schedule A Premises"** involved.
- b. The most we will pay in any one occurrence for all loss or damage caused directly or indirectly by **"earth movement"** at all **"Schedule B Premises"** is the Occurrence Limit of Insurance shown on the Declarations for Earth Movement (Schedule B), regardless of the number of **"Schedule B Premises"** involved.
- c. The most we will pay in any one occurrence for all loss or damage caused directly or indirectly by **"earth movement"** at all **"Schedule C Premises"** is the Occurrence Limit of Insurance shown on the Declarations for Earth Movement (Schedule C), regardless of the number of **"Schedule C Premises"** involved.

### 3. Annual Aggregate Limits

- a. The most we will pay for all loss or damage caused directly or indirectly by **"earth movement"** in any one policy year, regardless of the number of occurrences or **"Schedule A Premises"** involved, is the annual Aggregate Limit of Insurance shown on the Declarations for Earth Movement (Schedule A).
- b. The most we will pay for all loss or damage caused directly or indirectly by **"earth movement"** in any one policy year, regardless of the number of occurrences or **"Schedule B Premises"** involved, is the annual Aggregate Limit of Insurance shown on the Declarations for Earth Movement (Schedule B).
- c. The most we will pay for all loss or damage caused directly or indirectly by **"earth movement"** in any one policy year, regardless of the number of occurrences or **"Schedule C Premises"** involved, is the annual Aggregate Limit of Insurance shown on the Declarations for Earth Movement (Schedule C).

These Limits are included in, and not in addition to, any other applicable Limits of Insurance.

## D. DEDUCTIBLE

- 1. The Earth Movement Deductible only applies to loss or damage that, but for the application of the Deductible, would be paid by us under this Commercial Property Coverage Part.
- 2. With respect the coverage provided by this endorsement, the Deductible section is replaced by the following:

We will not pay for loss, damage, cost, or expense at any one **"premises"** in any one occurrence until the amount of covered loss, damage, cost, or expense exceeds the Earth Movement Deductible shown on the Declarations

for that **"premises"**. We will then pay for the amount of covered loss, damage, cost, or expense in excess of the Deductible, up to the applicable Limits of Insurance.

If more than one **"premises"** suffers loss or damage in one occurrence, the applicable Deductibles shown on the Declarations will apply separately and individually to covered loss, damage, cost, or expense at each **"premises"**.

The Earth Movement Deductibles apply to all covered loss, damage, cost, or expense covered by **"time element coverage"** when the loss, damage, cost, or expense is caused directly or indirectly by covered **"earth movement"** even if no other deductible applies to the **"time element coverage"**.

#### E. COINSURANCE

The Additional Condition—Coinsurance endorsement does not apply to coverage provided by this endorsement.

#### F. ADDITIONAL DEFINITIONS

With respect to coverage provided by this endorsement, the following are added to the COMMERCIAL PROPERTY DEFINITIONS:

**"Mine subsidence"** means subsidence of a man-made mine, whether or not mining activity has ceased.

**"Schedule A Premises"** means **"premises"** at which the term Schedule A is shown under the Summary of Premises section on the Declarations.

**"Schedule B Premises"** means **"premises"** at which the term Schedule B is shown under the Summary of Premises section on the Declarations.

**"Schedule C Premises"** means **"premises"** at which the term Schedule C is shown under the Summary of Premises section on the Declarations.



## Enabling Endorsement

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies the following:

**COMMERCIAL PROPERTY CONDITIONS  
REAL AND PERSONAL PROPERTY COVERAGE FORM**

The provisions of any forms or endorsements that make reference to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM or the CAUSES OF LOSS SPECIAL FORM are applicable to the COMMERCIAL PROPERTY CONDITIONS and the REAL AND PERSONAL PROPERTY COVERAGE FORM.



## Flood Coverage

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies the following:

**ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)**  
**BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)**  
**BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES**  
**(EXCLUDING EXTRA EXPENSE)--TECHNOLOGY**  
**COMMERCIAL PROPERTY DEFINITIONS**  
**EXTRA EXPENSE COVERAGE FORM**  
**FINE ARTS COVERAGE FORM**  
**ORIGINAL INFORMATION PROPERTY COVERAGE FORM**  
**REAL AND PERSONAL PROPERTY COVERAGE FORM**  
**RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM**

### A. COVERAGE

The Flood exclusion does not apply to loss or damage at a **"premises"** at which a Limit of Insurance is shown on the Declarations for Flood. However, we will not pay for loss or damage caused directly or indirectly by **"flood"** that begins before the inception of this Commercial Property Coverage Part.

If the Earth Movement and Flood Coverage--Specified Property endorsement is included in this Commercial Property Coverage Part, this endorsement does not apply to property covered by that endorsement.

### B. ADDITIONAL EXCLUDED CAUSES OF LOSS

#### Off-Premises Damage

We will not pay for loss or damage that is caused directly or indirectly by **"flood"** at any of the following locations:

1. **"Cloud facility";**
2. **"Dependent premises";**
3. Fairs or exhibitions;
4. **"Newly acquired premises";**
5. **"Reported unscheduled premises";**
6. **"Unreported premises";** or
7. Any location used to provide power or other utility service to **"premises"**.

## C. LIMITS OF INSURANCE

### 1. Premises Limits

The most we will pay in any one occurrence for loss or damage caused directly or indirectly by **"flood"** at any one **"premises"** is the Limit of Insurance shown on the Declarations for Flood for that **"premises"**.

### 2. Occurrence Limits

- a. The most we will pay in any one occurrence for all loss or damage caused directly or indirectly by **"flood"**, at all **"Schedule I Premises"** is the Occurrence Limit of Insurance shown on the Declarations for Flood (Schedule I), regardless of the number of **"Schedule I Premises"** involved.
- b. The most we will pay in any one occurrence for all loss or damage caused directly or indirectly by **"flood"**, at all **"Schedule II Premises"** is the Occurrence Limit of Insurance shown on the Declarations for Flood (Schedule II), regardless of the number of **"Schedule II Premises"** involved.
- c. The most we will pay in any one occurrence for all loss or damage caused directly or indirectly by **"flood"**, at all **"Schedule III Premises"** is the Occurrence Limit of Insurance shown on the Declarations for Flood (Schedule III), regardless of the number of **"Schedule III Premises"** involved.

The most we will pay in any one occurrence for all loss or damage caused directly or indirectly by **"flood"** for all **"Schedule I Premises"**, **"Schedule II Premises"** and **"Schedule III Premises"**, is the largest of the applicable **"Schedule I Premises"**, **"Schedule II Premises"** or **"Schedule III Premises"** Occurrence Limit of Insurance shown on the Declarations.

### 3. Annual Aggregate Limits

- a. The most we will pay for all loss or damage caused directly or indirectly by **"flood"** in any one policy year, regardless of the number of occurrences or **"Schedule I Premises"** involved, is the annual Aggregate Limit of Insurance shown on the Declarations for Flood (Schedule I).
- b. The most we will pay for all loss or damage caused directly or indirectly by **"flood"** in any one policy year, regardless of the number of occurrences or **"Schedule II Premises"** involved, is the annual Aggregate Limit of Insurance shown on the Declarations for Flood (Schedule II).
- c. The most we will pay for all loss or damage caused directly or indirectly by **"flood"** in any one policy year, regardless of the number of occurrences or **"Schedule III Premises"** involved, is the annual Aggregate Limit of Insurance shown on the Declarations for Flood (Schedule III).

The most we will pay for all loss or damage caused directly or indirectly by **"flood"** in any one policy year, regardless of the number of occurrences, **"Schedule I Premises"**, **"Schedule II Premises"** or **"Schedule III Premises"** involved, is the largest of the applicable **"Schedule I Premises"**, **"Schedule II Premises"** or **"Schedule III Premises"** annual Aggregate Limit of Insurance shown on the Declarations.

These Limits are included in, and not in addition to, any other applicable Limits of Insurance.

## D. DEDUCTIBLE

1. The Flood Deductible only applies to loss or damage that, but for the application of the Deductible, would be paid by us under this Commercial Property Coverage Part.
2. With respect to loss or damage caused directly or indirectly by **"flood"**, the Deductible section is replaced by the following:

We will not pay for loss, damage, cost, or expense at any one **"premises"** in any one occurrence until the amount of covered loss, damage, cost, or expense exceeds the Flood Deductible shown on the Declarations for that **"premises"**. We will then pay for the amount of covered loss, damage, cost, or expense in excess of the Deductible, up to the applicable Limits of Insurance.

If more than one **"premises"** suffers loss or damage in one occurrence, the applicable Deductibles shown on the Declarations will apply separately and individually to covered loss, damage, cost, or expense at each **"premises"**.

The Flood Deductibles apply to all covered loss, damage, cost, or expense covered by **"time element coverage"** when the loss, damage, cost, or expense is caused directly or indirectly by covered **"flood"** even if no other deductible applies to the **"time element coverage"**.

#### **E. COINSURANCE**

The Additional Condition--Coinsurance endorsement does not apply to coverage provided by this endorsement.

#### **F. ADDITIONAL DEFINITIONS**

With respect to the coverage provided by this endorsement, the following are added to the COMMERCIAL PROPERTY DEFINITIONS:

**"Schedule I Premises"** means **"premises"** at which the term Schedule I is shown under the Summary of Premises section on the Declarations.

**"Schedule II Premises"** means **"premises"** at which the term Schedule II is shown under the Summary of Premises section on the Declarations.

**"Schedule III Premises"** means **"premises"** at which the term Schedule III is shown under the Summary of Premises section on the Declarations.



## Off-Premises Service Interruption-- Direct Damage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ADDITIONAL COVERAGES FORM  
COMMERCIAL PROPERTY DEFINITIONS  
REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
11	Y	Y	N	Y	N
12	Y	Y	N	Y	N

- A. The Off-Premises Service Interruption--Direct Damage Additional Coverage in Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM is replaced by the following:

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- B. With respect to loss or damage covered by this endorsement, the terms used in the Schedule above mean:

#### 1. Communication

Communication includes video, voice, and data, but does not include **"information technology services"**.



## Off-Premises Service Interruption-- Direct Damage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ADDITIONAL COVERAGES FORM  
COMMERCIAL PROPERTY DEFINITIONS  
REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
41	Y	Y	N	Y	N
31	Y	Y	N	Y	N

- A. The Off-Premises Service Interruption--Direct Damage Additional Coverage in Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM is replaced by the following:

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- B. With respect to loss or damage covered by this endorsement, the terms used in the Schedule above mean:

#### 1. Communication

Communication includes video, voice, and data, but does not include **"information technology services"**.



## Off-Premises Service Interruption-- Direct Damage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ADDITIONAL COVERAGES FORM  
COMMERCIAL PROPERTY DEFINITIONS  
REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
13	Y	Y	N	Y	N
32	Y	Y	N	Y	N

- A. The Off-Premises Service Interruption--Direct Damage Additional Coverage in Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM is replaced by the following:

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- B. With respect to loss or damage covered by this endorsement, the terms used in the Schedule above mean:

#### 1. Communication

Communication includes video, voice, and data, but does not include **"information technology services"**.



## Off-Premises Service Interruption-- Direct Damage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ADDITIONAL COVERAGES FORM  
COMMERCIAL PROPERTY DEFINITIONS  
REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
1	Y	Y	N	Y	N
2	Y	Y	N	Y	N

- A. The Off-Premises Service Interruption--Direct Damage Additional Coverage in Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM is replaced by the following:

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- B. With respect to loss or damage covered by this endorsement, the terms used in the Schedule above mean:

#### 1. Communication

Communication includes video, voice, and data, but does not include **"information technology services"**.



## Off-Premises Service Interruption-- Direct Damage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ADDITIONAL COVERAGES FORM  
COMMERCIAL PROPERTY DEFINITIONS  
REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
3	Y	Y	N	Y	N
4	Y	Y	N	Y	N

- A. The Off-Premises Service Interruption--Direct Damage Additional Coverage in Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM is replaced by the following:

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- B. With respect to loss or damage covered by this endorsement, the terms used in the Schedule above mean:

#### 1. Communication

Communication includes video, voice, and data, but does not include **"information technology services"**.



## Off-Premises Service Interruption-- Direct Damage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ADDITIONAL COVERAGES FORM  
COMMERCIAL PROPERTY DEFINITIONS  
REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
5	Y	Y	N	Y	N
6	Y	Y	N	Y	N

- A. The Off-Premises Service Interruption--Direct Damage Additional Coverage in Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM is replaced by the following:

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- B. With respect to loss or damage covered by this endorsement, the terms used in the Schedule above mean:

#### 1. Communication

Communication includes video, voice, and data, but does not include **"information technology services"**.



## Off-Premises Service Interruption-- Direct Damage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ADDITIONAL COVERAGES FORM  
COMMERCIAL PROPERTY DEFINITIONS  
REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
8	Y	Y	N	Y	N
9	Y	Y	N	Y	N

- A. The Off-Premises Service Interruption--Direct Damage Additional Coverage in Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM is replaced by the following:

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- B. With respect to loss or damage covered by this endorsement, the terms used in the Schedule above mean:

#### 1. Communication

Communication includes video, voice, and data, but does not include **"information technology services"**.



## Off-Premises Service Interruption-- Direct Damage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ADDITIONAL COVERAGES FORM  
COMMERCIAL PROPERTY DEFINITIONS  
REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
14	Y	Y	N	Y	N
18	Y	Y	N	Y	N

- A. The Off-Premises Service Interruption--Direct Damage Additional Coverage in Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM is replaced by the following:

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- B. With respect to loss or damage covered by this endorsement, the terms used in the Schedule above mean:

#### 1. Communication

Communication includes video, voice, and data, but does not include **"information technology services"**.



## Off-Premises Service Interruption-- Direct Damage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ADDITIONAL COVERAGES FORM  
COMMERCIAL PROPERTY DEFINITIONS  
REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
21	Y	Y	N	Y	N
24	Y	Y	N	Y	N

- A. The Off-Premises Service Interruption--Direct Damage Additional Coverage in Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM is replaced by the following:

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- B. With respect to loss or damage covered by this endorsement, the terms used in the Schedule above mean:

#### 1. Communication

Communication includes video, voice, and data, but does not include **"information technology services"**.



## Off-Premises Service Interruption-- Direct Damage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ADDITIONAL COVERAGES FORM  
COMMERCIAL PROPERTY DEFINITIONS  
REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
26	Y	Y	N	Y	N
27	Y	Y	N	Y	N

- A. The Off-Premises Service Interruption--Direct Damage Additional Coverage in Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM is replaced by the following:

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- B. With respect to loss or damage covered by this endorsement, the terms used in the Schedule above mean:

#### 1. Communication

Communication includes video, voice, and data, but does not include **"information technology services"**.



## Off-Premises Service Interruption-- Direct Damage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ADDITIONAL COVERAGES FORM  
COMMERCIAL PROPERTY DEFINITIONS  
REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
30	Y	Y	N	Y	N
33	Y	Y	N	Y	N

- A. The Off-Premises Service Interruption--Direct Damage Additional Coverage in Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM is replaced by the following:

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- B. With respect to loss or damage covered by this endorsement, the terms used in the Schedule above mean:

#### 1. Communication

Communication includes video, voice, and data, but does not include **"information technology services"**.



## Off-Premises Service Interruption-- Direct Damage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ADDITIONAL COVERAGES FORM  
COMMERCIAL PROPERTY DEFINITIONS  
REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
34	Y	Y	N	Y	N
36	Y	Y	N	Y	N

- A. The Off-Premises Service Interruption--Direct Damage Additional Coverage in Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM is replaced by the following:

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- B. With respect to loss or damage covered by this endorsement, the terms used in the Schedule above mean:

#### 1. Communication

Communication includes video, voice, and data, but does not include **"information technology services"**.



## Off-Premises Service Interruption-- Direct Damage

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies the following:

**ADDITIONAL COVERAGES FORM  
COMMERCIAL PROPERTY DEFINITIONS  
REAL AND PERSONAL PROPERTY COVERAGE FORM**

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
37	Y	Y	N	Y	N
38	Y	Y	N	Y	N

- A.** The Off-Premises Service Interruption--Direct Damage Additional Coverage in Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM is replaced by the following:

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a.** Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b.** Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- B.** With respect to loss or damage covered by this endorsement, the terms used in the Schedule above mean:

**1. Communication**

Communication includes video, voice, and data, but does not include **"information technology services"**.



## Off-Premises Service Interruption-- Direct Damage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ADDITIONAL COVERAGES FORM  
COMMERCIAL PROPERTY DEFINITIONS  
REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
39	Y	Y	N	Y	N
40	Y	Y	N	Y	N

- A. The Off-Premises Service Interruption--Direct Damage Additional Coverage in Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM is replaced by the following:

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- B. With respect to loss or damage covered by this endorsement, the terms used in the Schedule above mean:

#### 1. Communication

Communication includes video, voice, and data, but does not include **"information technology services"**.



## Off-Premises Service Interruption-- Direct Damage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ADDITIONAL COVERAGES FORM  
COMMERCIAL PROPERTY DEFINITIONS  
REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
10	Y	Y	N	Y	N

- A. The Off-Premises Service Interruption--Direct Damage Additional Coverage in Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM is replaced by the following:

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- B. With respect to loss or damage covered by this endorsement, the terms used in the Schedule above mean:

#### 1. Communication

Communication includes video, voice, and data, but does not include **"information technology services"**.

2. **Power**

Power includes all sources of power, including steam and natural gas.

3. **Reported Unscheduled Premises (RUP)**

The Premises Symbol--RUP means all **"reported unscheduled premises"**.

4. **T&D Property**

The terms With Overhead T&D Property and Without Overhead T&D Property have the following meanings:

- a. With Overhead T&D Property means that the property providing the applicable service includes **"overhead transmission and distribution property"** and **"transmission and distribution property"**.
- b. Without Overhead T&D Property means that the property providing the applicable service includes **"transmission and distribution property"** but does not include **"overhead transmission and distribution property"**.

C. **DEFINITIONS**

1. The following are added to the COMMERCIAL PROPERTY DEFINITIONS:

**"Overhead transmission and distribution property"** means property located away from **"premises"** and **"reported unscheduled premises"** and used to provide power or communications services to **"premises"** and **"reported unscheduled premises"**, which consists of:

- a. Overhead wires, cables, lines, conductors, including related equipment used with such property; and
- b. Poles, towers, similar structures and any property mounted on them, including antennae, transmitters, and transformers.

**"Overhead transmission and distribution property"** does not mean satellites or any other orbiting equipment.

**"Transmission and distribution property"** means property located away from **"premises"** and **"reported unscheduled premises"** and used to provide power or communications services to **"premises"** and **"reported unscheduled premises"**, which consists of ground-level or underground wires, cables, lines, conductors, including related ground level or underground equipment, used with such property.

**"Transmission and distribution property"** does not mean **"overhead transmission and distribution property"**.

2. With respect to coverage under this endorsement, the definition of **"off-premises service interruption"** in the COMMERCIAL PROPERTY DEFINITIONS form is deleted and replaced by the following:

**"Off-premises service interruption"** means the interruption of power or other utility services supplied to a covered location if the interruption takes place away from the covered location.

- D. The Additional Condition--Coinsurance endorsement does not apply to coverage provided by this endorsement.

**E. EXCLUDED CAUSES OF LOSS**

With respect to coverage under this endorsement, the **Electronic Vandalism** exclusion in Section **B.** of the REAL AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced by the following:

**Electronic Vandalism**

We will not pay for loss or damage caused directly or indirectly by "**electronic vandalism**". Such loss or damage is excluded regardless of any other cause or event, including a "**mistake**", "**malfunction**", or physical damage to property, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.



## Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES  
 (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY  
 COMMERCIAL PROPERTY DEFINITIONS  
 EXTRA EXPENSE COVERAGE FORM  
 REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
11	X	X		X	
12	X	X		X	
31	X	X		X	

### A. COVERAGE

#### 1. Blanket Business Income and Extra Expense

For those **"premises"** and **"reported unscheduled premises"** at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

- a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING  
 EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of **"business income"** you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

1. Located away from the **"premises"** or **"reported unscheduled premises"**; and
2. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.



## Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES  
 (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY  
 COMMERCIAL PROPERTY DEFINITIONS  
 EXTRA EXPENSE COVERAGE FORM  
 REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
13	X	X		X	
32	X		X		X
1	X	X		X	

### A. COVERAGE

#### 1. Blanket Business Income and Extra Expense

For those **"premises"** and **"reported unscheduled premises"** at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

- a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING  
 EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of **"business income"** you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

1. Located away from the **"premises"** or **"reported unscheduled premises"**; and
2. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.



## Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES  
 (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY  
 COMMERCIAL PROPERTY DEFINITIONS  
 EXTRA EXPENSE COVERAGE FORM  
 REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
2	X	X		X	
3	X	X		X	
4	X	X		X	

### A. COVERAGE

#### 1. Blanket Business Income and Extra Expense

For those **"premises"** and **"reported unscheduled premises"** at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

- a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING  
 EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of **"business income"** you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

1. Located away from the **"premises"** or **"reported unscheduled premises"**; and
2. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.



## Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES  
 (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY  
 COMMERCIAL PROPERTY DEFINITIONS  
 EXTRA EXPENSE COVERAGE FORM  
 REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
5	X	X		X	
6	X	X		X	
8	X	X		X	

### A. COVERAGE

#### 1. Blanket Business Income and Extra Expense

For those **"premises"** and **"reported unscheduled premises"** at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

- a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING  
 EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of **"business income"** you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

1. Located away from the **"premises"** or **"reported unscheduled premises"**; and
2. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.



## Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES  
 (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY  
 COMMERCIAL PROPERTY DEFINITIONS  
 EXTRA EXPENSE COVERAGE FORM  
 REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
9	X	X		X	
14	X	X		X	
15	X	X		X	

### A. COVERAGE

#### 1. Blanket Business Income and Extra Expense

For those **"premises"** and **"reported unscheduled premises"** at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

- a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING  
 EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of **"business income"** you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

1. Located away from the **"premises"** or **"reported unscheduled premises"**; and
2. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.



## Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES  
 (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY  
 COMMERCIAL PROPERTY DEFINITIONS  
 EXTRA EXPENSE COVERAGE FORM  
 REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
18	X	X		X	
21	X	X		X	
24	X	X		X	

### A. COVERAGE

#### 1. Blanket Business Income and Extra Expense

For those **"premises"** and **"reported unscheduled premises"** at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

- a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING  
 EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of **"business income"** you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

1. Located away from the **"premises"** or **"reported unscheduled premises"**; and
2. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.



## Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES  
 (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY  
 COMMERCIAL PROPERTY DEFINITIONS  
 EXTRA EXPENSE COVERAGE FORM  
 REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
25	X	X		X	
26	X	X		X	
27	X	X		X	

### A. COVERAGE

#### 1. Blanket Business Income and Extra Expense

For those **"premises"** and **"reported unscheduled premises"** at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

- a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING  
 EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of **"business income"** you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

1. Located away from the **"premises"** or **"reported unscheduled premises"**; and
2. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.



## Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES  
 (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY  
 COMMERCIAL PROPERTY DEFINITIONS  
 EXTRA EXPENSE COVERAGE FORM  
 REAL AND PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
30	X	X		X	
33	X	X		X	
10	X	X		X	

### A. COVERAGE

#### 1. Blanket Business Income and Extra Expense

For those **"premises"** and **"reported unscheduled premises"** at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

- a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
 BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING  
 EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of **"business income"** you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

1. Located away from the **"premises"** or **"reported unscheduled premises"**; and
2. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Business Income and Extra Expense.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

a. The following Additional Coverage is added to the EXTRA EXPENSE COVERAGE FORM:

We will pay for the actual and necessary **"extra expense"** you incur, provided such **"extra expense"** was caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

1. Located away from the **"premises"** or **"reported unscheduled premises"**; and
2. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Business Income and Extra Expense.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

2. **Business Income**

For those **"premises"** and **"reported unscheduled premises"** at which a Business Income Limit of Insurance is shown on the Declarations, the following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING  
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of **"business income"** you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Business Income.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

3. **Extra Expense**

For those **"premises"** and **"reported unscheduled premises"** at which an Extra Expense Limit of Insurance is shown on the Declarations, the following Additional Coverage is added to the EXTRA EXPENSE COVERAGE FORM:

We will pay for the actual and necessary **"extra expense"** you incur, provided such **"extra expense"** was caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Extra Expense.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

#### 4. Research and Development Continuing Expenses

For those **"premises"** at which a Research and Development Continuing Expenses Limit of Insurance is shown on the Declarations, the following Additional Coverage is added to the BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY:

We will pay for the actual and necessary **"research and development continuing expenses"** you incur, provided such **"research and development continuing expenses"** were caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Research and Development Continuing Expenses.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

#### B. With respect to loss or expense covered by this endorsement, the terms used in the Schedule above mean:

##### 1. Communication

Communication includes video, voice, and data, but does not include **"information technology services"**.

##### 2. Power

Power includes all sources of power, including steam and natural gas.

##### 3. Reported Unscheduled Premises (RUP)

The Premises Symbol--RUP means all **"reported unscheduled premises"**.

##### 4. T&D Property

The terms With Overhead T&D Property and Without Overhead T&D Property have the following meanings:

- a. With Overhead T&D Property means the property providing the applicable service includes **"overhead transmission and distribution property"** and **"transmission and distribution property"**.
- b. Without Overhead T&D Property means the property providing the applicable service includes **"transmission and distribution property"** but does not include **"overhead transmission and distribution property"**.

### C. ADDITIONAL COVERAGES

1. The Civil Authority and Contractual Penalties Additional Coverages contained in the BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE) apply to loss of **"business income"** covered by this endorsement. However, these Additional Coverages will not increase the applicable Off-Premises Service Interruption Limits of Insurance.
2. The Civil Authority, Contractual Penalties, and Delayed Net Income Additional Coverages contained in the BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY apply to loss of **"business income"** and **"research and development continuing expenses"** covered by this endorsement. However, these Additional Coverages will not increase the applicable Off-Premises Service Interruption Limits of Insurance.
3. The Civil Authority Additional Coverage contained in the EXTRA EXPENSE COVERAGE FORM is extended to apply to **"extra expense"** covered by this endorsement. However, this Additional Coverage will not increase the applicable Off-Premises Service Interruption Limits of Insurance.

### D. ADDITIONAL DEFINITIONS

1. The following definitions are added to the COMMERCIAL PROPERTY DEFINITIONS:

**"Overhead transmission and distribution property"** means property located away from **"premises"** and **"reported unscheduled premises"** and used to provide power or communications services to **"premises"** and **"reported unscheduled premises"**, which consists of:

- a. Overhead wires, cables, lines, conductors, including related equipment used with such property; and
- b. Poles, towers, similar structures, and any property mounted on them, including antennae, transmitters, and transformers.

**"Overhead transmission and distribution property"** does not mean satellites or any other orbiting equipment.

**"Transmission and distribution property"** means property located away from **"premises"** and **"reported unscheduled premises"** and used to provide power or communications services to **"premises"** and **"reported unscheduled premises"**, which consists of ground-level or underground wires, cables, lines, conductors, including related ground level or underground equipment used with such property.

**"Transmission and distribution property"** does not mean **"overhead transmission and distribution property"**.

2. With respect to coverage under this endorsement, the definition of **"off-premises service interruption"** in the COMMERCIAL PROPERTY DEFINITIONS form is deleted and replaced by the following:

**"Off-premises service interruption"** means the interruption of power or other utility services supplied to a covered location if the interruption takes place away from the covered location.

- E. The Additional Condition--Coinsurance endorsement does not apply to coverage provided by this endorsement.

### F. DEDUCTIBLE

We will not pay for any loss of **"business income"**, **"extra expense"**, or **"research and development continuing expenses"** incurred in any one occurrence until the amount of loss or expense incurred exceeds the applicable Deductibles or is incurred after the applicable Waiting Periods shown on the Declarations for Off-Premises Service Interruption--Time Element. We will then pay the amount of actual **"business income"** loss sustained or actual and necessary **"extra expense"** or **"research and development continuing expenses"** incurred in excess of the Deductibles or incurred after the Waiting Periods, up to the applicable Limits of Insurance.

If a Waiting Period is shown on the Declarations, the Waiting Period begins immediately following the direct physical loss of or damage to property directly caused by a **"covered cause of loss"**.

With the exception of any applicable Named Storm Deductibles, any other deductible otherwise applicable to **"business income"**, **"extra expense"**, or **"research and development continuing expenses"** does not apply to coverage provided by this endorsement.

#### **G. EXCLUDED CAUSES OF LOSS**

With respect to coverage under this endorsement, the **Electronic Vandalism** exclusion in Section **B.** of the REAL AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced by the following:

##### **Electronic Vandalism**

We will not pay for loss or damage caused directly or indirectly by **"electronic vandalism"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or physical damage to property, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.



## Wine Leakage Coverage

This endorsement modifies insurance provided under the following:

### ADDITIONAL COVERAGES FORM

- A. The following is added to Section A., Additional Coverages:

#### Wine Leakage

We will pay for direct physical loss of or damage to wine directly caused by leakage from:

- a. Vats, tanks, barrels, or other containers; and
- b. Hoses, pipes, or other connections.

The most we will pay under this Additional Coverage at any one **"premises"** is the Limit of Insurance shown on the Declarations for Wine Leakage.

This Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- B. With respect to coverage provided by this endorsement, only the following excluded causes of loss in the REAL AND PERSONAL PROPERTY COVERAGE FORM apply:

- a. Earth Movement;
- b. Flood;
- c. Governmental Action;
- d. Nuclear Hazard; and
- e. War and Military Action.

- C. With respect to coverage provided by this endorsement, the following additional excluded cause of loss applies:

#### Spillage

We will not pay for loss or damage from spillage caused by or resulting from a **"mistake"**. This exclusion does not apply to leakage resulting from direct physical loss of or damage to a container or connector, even if the loss or damage to the container or connector was caused by a **"mistake"**.



## Guests' Property Coverage

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **CRIME COVERAGE FORM**

**A.** The following is added to Section A., Coverages:

#### **Guests' Property**

- a.** We will pay for loss of or damage to **"guests' property"** for which you are legally liable while at a **"premises"**.

The most we will pay under this Crime Coverage in any one **"occurrence"** and for any one guest are the Limits of Insurance shown on the Declarations for Guests' Property.

- b.** Coverage does not apply to **"guests' property"** while in your care and custody for laundering or cleaning.

- c.** If you are sued for loss of or damage to **"guests' property"**, and you have our written consent to defend against the suit, we will also pay up to \$5,000 for the reasonable legal expenses that you incur and pay in that defense. The amount we will pay is in addition to the Limit of Insurance applicable to this coverage.

**B.** With respect to coverage provided by this endorsement, the Acts of Employees, Managers, Directors, Trustees, or Representatives and the Legal Expenses exclusions do not apply.

**C.** The following is added to Section B., Excluded Causes of Loss:

#### **Additional Excluded Causes of Loss--Guests' Property Coverage**

The following additional excluded causes of loss apply only with respect to Guests' Property Coverage:

**a. Assumed Liability**

We will not pay for loss resulting from liability you assume under a written contract or written agreement; however, this exclusion does not apply to a written contract or written agreement entered into with a guest before the **"occurrence"** of any loss or damage, but not to exceed the amount you would be liable for under any statute.

**b. Spilling, Upsetting, or Leaking**

We will not pay for any loss of or damage to **"guests' property"** caused by or resulting from spilling, upsetting, or leaking of any food or liquid.

**c. Release of Liability**

We will not pay for loss resulting from your release of any other person or organization from legal liability.

- D. With respect to coverage provided by this endorsement, the Ownership of Property; Interests Covered Condition in Section D., Additional Conditions, is replaced by the following:

**g. Ownership of Property; Interests Covered**

The Covered Property under this Guests' Property Coverage is limited to **"guests' property"** while it is at a **"premises"**.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your guest. Any claim for loss that is covered under this Guests' Property Coverage must be presented by you.

- E. The following is added to Section F., Additional Definitions:

**"Guests' property"** means:

- a. **"Personal property of others"**;
- b. **"Money"**; and
- c. **"Securities"**,

that belong to your guests.



## Money Orders and Counterfeit Paper Currency Coverage

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **CRIME COVERAGE FORM**

**A.** The following is added to Section A., Coverages:

#### **Money Orders and Counterfeit Paper Currency**

We will pay for loss resulting directly from your having accepted in good faith and in exchange for **"finished stock"**, **"merchandise"**, **"money"**, or services:

- a.** Money orders issued by any post office, express company, or bank that are not paid upon presentation; or
- b.** **"Counterfeit"** paper currency;

that is acquired during the regular course of business.

The most we will pay under this Crime Coverage in any one **"occurrence"** is the Limit of Insurance shown on the Declarations for Money Orders and Counterfeit Paper Currency.

**B.** The following is added to Section B., Excluded Causes of Loss:

#### **Additional Excluded Causes of Loss--Money Orders and Counterfeit Paper Currency Coverage**

The following additional excluded causes of loss apply only with respect to Money Orders and Counterfeit Paper Currency Coverage:

##### **a. Exchange or Purchases**

We will not pay for loss resulting from the giving or surrendering of **"finished stock"**, **"merchandise"**, or **"money"** in any exchange or purchase.

##### **b. Voluntary Parting**

We will not pay for loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with **"finished stock"**, **"merchandise"**, or **"money"**.

**C.** The following is added to Section F., Additional Definitions:

**"Counterfeit"** means an imitation of an actual valid original, which is intended to deceive and to be taken as the original.



## Hospitality and Leisure Industries Coverage

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies the following:

**ADDITIONAL COVERAGES FORM  
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
COMMERCIAL PROPERTY DEFINITIONS  
EXTRA EXPENSE COVERAGE FORM**

**A.** The following are added to Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM:

### **Customer Inconvenience Remuneration Expense**

- a.** We will pay the reasonable actual expenses you incur to reimburse customers for whom prearranged accommodations at a "**premises**" cannot be honored due to direct physical loss of or damage to Covered Property directly caused by a "**covered cause of loss**" at that "**premises**".
- b.** We will only pay reasonable actual expenses you incur:
  - 1)** For comparable hotel, restaurant, or other prearranged accommodations for your customers, but not more than the difference between the amount actually paid and the amount that would have been due you for those accommodations, whether collectible or not;
  - 2)** To provide transportation for your customers between your hotel, restaurant, or other business location and the location where comparable accommodations are secured;
  - 3)** To reimburse your customers for their reasonable travel expense between your hotel, restaurant, or other business location and the location where comparable accommodations are secured; or
  - 4)** To reimburse your customers for prepaid amounts spent for activities away from your hotel, restaurant, or other business location that are forfeited because other accommodations, comparable to those you contracted to provide, within a reasonable distance from your business, are unavailable.
- c.** We will not pay for any amount that, had the loss not occurred, would have been due from your customer for prearranged accommodations.
- d.** Coverage begins on the date the customer's prearranged accommodations at your hotel, restaurant, or other business location are scheduled to begin or are interrupted, whichever is later, and ends on the earliest of the following:
  - 1)** The date the customer's prearranged accommodations are scheduled to end;
  - 2)** The date the damaged property at your hotel, restaurant, or other business location has been repaired, rebuilt, or replaced; or
  - 3)** For each person, 14 days after the date you began to incur such expenses on behalf of that person.

e. The most we will pay under this Additional Coverage in any one occurrence is \$25,000.

#### **Extortion**

We will pay the costs you incur as a result of a threat communicated to you to do:

- a. Damage to Covered Property; or
- b. Bodily harm to you, your officers, directors, partners, **"managers"**, **"members"**, trustees, employees (including leased or temporary employees), or family members of yours or any of these who are, or who are allegedly, being held captive within the coverage territory.

Coverage applies to the transfer of **"money"**, **"securities"**, or other property away from **"premises"** provided the person receiving the threat has made a reasonable effort to report the demand to an associate or law enforcement agency. This insurance applies only if the transfer takes place within the coverage territory.

**"Securities"** will be valued at their market price at the close of business on the day they are surrendered. **"Money"** will be valued at face value. Other property will be valued at **"replacement cost"**.

The most we will pay under this Additional Coverage in any one occurrence is \$50,000.

#### **Lost Master Key/Key-Card Coverage**

We will pay the reasonable cost you incur to replace keys or key-cards and adjust locks to accept new keys or key-cards or, if required, to replace locks, including the cost of their installation, necessitated by the loss of or damage to master or grand master keys or key-cards at a **"premises"** or **"reported unscheduled premises"**. This Additional Coverage does not apply to entry key replacement if keys are stolen or to lock repair or replacement due to theft or attempted theft.

The most we will pay under this Additional Coverage in any one policy year is \$25,000.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

#### **B. Food Contamination Suspension of Operations--Business Income**

If the BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE) is included in this Commercial Property Coverage Part, the coverage provided at a **"premises"** will also cover the actual loss of **"business income"** you sustain, and the cost of additional advertising to restore your reputation, due to an order of an authorized public health official or governmental authority that prevents you from providing food at that **"premises"** because of the discovery or suspicion of **"food contamination"**.

Coverage provided applies only to the actual loss of **"business income"** you sustain and the cost of additional advertising, which begins 24 hours after you receive notice of closing by the authorized public health official or governmental authority, until the public health official or governmental authority authorizes you to reopen, or 90 days, whichever is earlier.

The most we will pay under this Additional Coverage in any one occurrence is \$10,000.

This Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

#### **C. Food Contamination Suspension of Operations--Extra Expense**

If the EXTRA EXPENSE COVERAGE FORM is included in this Commercial Property Coverage Part, the coverage provided at a **"premises"** will also cover:

1. The cost to clean your equipment as required by the authorized public health official or other governmental authority;
2. The cost to replace food that is, or is suspected to be, contaminated; or
3. The cost of necessary medical tests or vaccinations for your employees (including leased or temporary employees),

due to an order by an authorized public health official or governmental authority, and you are unable to serve food at that **"premises"** because of the discovery or suspicion of **"food contamination"**.

The most we will pay under this Additional Coverage in any one occurrence is \$10,000.

This Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

**D.** The following definition is added to the COMMERCIAL PROPERTY DEFINITIONS:

**'Food contamination'** means an incidence of food poisoning to a guest, patron, or invitee as a result of:

- a. Tainted food you purchased;
- b. Food, which has been improperly stored, handled, or prepared; or
- c. A communicable disease transmitted through one or more of your employees (including leased or temporary employees).



## Loss Payable Provisions

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies the following:

### **COMMERCIAL PROPERTY CONDITIONS**

If loss or damage occurs to Covered Property in which both you and a Loss Payee shown on the Declarations have an insurable interest, the applicable paragraph below will be added to the Loss Payment Condition.

If the Loss Payee is described as Loss Payable, paragraph 1. below applies. If the Loss Payee is described as Lender's Loss Payable, paragraph 2. below applies. A Lender's Loss Payable is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by a written instrument, including a warehouse receipt, a contract for deed, bill of lading, financing statement, mortgage, deed of trust, or security agreement. If the Loss Payee is described as Contract of Sale, paragraph 3. below applies. A Contract of Sale is a person or organization that you have entered into a contract with for the sale of Covered Property. If the Loss Payee is described as Building Owner, paragraph 4. below applies. A Building Owner is the owner of the building in which you are a tenant.

#### **1. LOSS PAYABLE**

For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

- a. Adjust losses with you; and
- b. Pay any claim for covered loss or damage jointly to you and the Loss Payee, as interests may appear.

#### **2. LENDER'S LOSS PAYABLE**

- a. For Covered Property in which both you and the Loss Payee have an insurable interest:
  - 1) We will adjust losses with you and pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
  - 2) The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
  - 3) If we deny your claim because of your acts or because you failed to comply with the terms of this Commercial Property Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
    - a) Pays any premium due under this Commercial Property Coverage Part at our request if you have failed to do so;
    - b) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
    - c) Has notified us of any change in ownership, occupancy, or substantial change in risk known to the Loss Payee.

All of the terms of this Commercial Property Coverage Part will then apply directly to the Loss Payee.

- 4) If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Commercial Property Coverage Part:
  - a) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
  - b) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the principal of the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- b. If we cancel this policy, we will give written notice to the Loss Payee at least:
  - 1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - 2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

### 3. CONTRACT OF SALE

- a. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
  - 1) Adjust losses with you; and
  - 2) Pay any claim for covered loss or damage jointly to you and the Loss Payee, as interests may appear.
- b. The following is added to the Other Insurance Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

### 4. BUILDING OWNER

- a. We will adjust losses to the building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
- b. We will adjust losses to **"improvements and betterments"** with you, unless the lease provides otherwise.



## Florida Changes

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROPERTY COVERAGE PART**

The following provisions only apply with respect to **"premises"**, **"scheduled property"** and **"reported unscheduled premises"** in the state of Florida:

**A.** The following provision applies when the Additional Condition--Coinsurance endorsement is applicable:

Florida Law states as follows:

Coinsurance contract: The rate charged in this Commercial Property Coverage Part is based upon the use of the coinsurance clause attached to this Commercial Property Coverage Part, with the consent of the insured.

**B.** If wind is a **"covered cause of loss"** and loss or damage to Covered Property is caused by or resulting from wind, the following is added to Section B., Excluded Causes of Loss, in the REAL AND PERSONAL PROPERTY COVERAGE FORM and applies in:

1. Broward County;
2. Dade County;
3. Martin County;
4. Monroe County;
5. Palm Beach County; and
6. All the areas east of the west bank of the Intra-Coastal Waterway in the Counties of:
  - a. Indian River; and
  - b. St. Lucie.

### **Wind Exterior**

We will not pay for loss or damage caused by or resulting from wind to paint or waterproofing material applied to the exterior of buildings unless the building to which such loss or damage occurs also sustains other loss or damage by wind in the course of the same wind event. But such coverage applies only if wind is a **"covered cause of loss"**.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

- a. The amount of the Wind and Hail Deductible;
- b. The amount of Named Storm Deductible; or

- c. The value of Covered Property when applying the coinsurance percentage.
- C. Paragraph 6. in the Loss Payment Condition in the COMMERCIAL PROPERTY CONDITIONS is replaced by the following:
6. If you have complied with all of the terms of this Commercial Property Coverage Part, we will pay for covered loss or damage upon the earliest of the following:
- a. Within 20 days after we receive the sworn proof of loss and reach written agreement with you;
  - b. Within 30 days after we receive the sworn proof of loss; and
    - 1) There is an entry of a final judgment; or
    - 2) There is a filing of an appraisal award with us; or
  - c. Within 90 days of receiving notice of claim, unless we deny the claim during that time or factors beyond our control reasonably prevent such payment. If a portion of the claim is denied, then the 90 day time period for payment of claim relates to the portion of the claims that is not denied.
- This paragraph c. applies only to the following:
- 1) A claim under the Commercial Property Coverage Part covering residential property;
  - 2) A claim for **"real property", "personal property" or "scheduled property"** coverage if the insured structure is 10,000 square feet or less and the Commercial Property Coverage Part covers only **"premises", "reported unscheduled premises" or "scheduled property"** in Florida; or
  - 3) A claim for **"personal property" or "scheduled property"** coverage under a tenant's policy if the rented **"premises" or "reported unscheduled premises"** are 10,000 square feet or less and the Commercial Property Coverage Part covers only **"premises", "reported unscheduled premises" or "scheduled property"** in Florida.
- D. The following are added to the COMMERCIAL PROPERTY DEFINITIONS with respect to coverage provided by this endorsement:

**"Catastrophic ground cover collapse"** means geological activity that results in all of the following:

- a. The abrupt collapse of the ground cover;
- b. A depression in the ground cover clearly visible to the naked eye;
- c. **"Structural damage"** to the building, including the foundation; and
- d. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

**"Catastrophic ground cover collapse"** does not mean:

- a. Damage consisting of the mere settling or cracking of a foundation, structure, or building;
- b. **"Sinkhole collapse"**; or
- c. **"Earth movement"**.

**"Structural damage"** means a covered building, regardless of the date of its construction, has experienced the following:

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members becomes unfit for service or represent a safety hazard as defined within the Florida Building code;
  - b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the primary structural members or primary structural systems that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those primary structural members or primary structural systems exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings or similar structure, purpose, or **"premises"**;
  - c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical primary structural members to such extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
  - d. Damage that results in the building, or any portion of the building containing primary structural members or primary structural systems, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the shear plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
  - e. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.
- E. The definition of **"earth movement"** in the COMMERCIAL PROPERTY DEFINITIONS is replaced by the following with respect to coverage provided by this endorsement:
- "Earth movement"** means earthquake or other seismic activity, rising or shifting of earth (including frost heaves), or subsidence other than **"sinkhole collapse"** and **"catastrophic ground cover collapse"**.
- "Earth movement"** does not mean landslide, avalanche, or volcanic eruption, explosion or effusion, or tsunami.
- F. The following is added to the definition of **"specified causes of loss"**:
- "Catastrophic ground cover collapse"**.



## Ohio Changes

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies the following:

### **COMMERCIAL PROPERTY CONDITIONS**

**A.** The following is added to the Loss Payment Condition and supersedes any provision to the contrary:

We will give you notice, within 21 days after we receive a properly executed proof of loss, that we:

1. Accept your claim;
2. Deny your claim; or
3. Need more time to investigate your claim.

If we need more time to investigate your claim, we will provide an explanation for our need for more time. We will continue to notify you again in writing, at least every 45 days, of the status of the investigation and of the continued time needed for the investigation.

**B.** The following replaces paragraph 6. of the Loss Payment Condition:

6. Provided you have complied with all the terms of this Commercial Property Coverage Part, we will pay for covered loss or damage within:
  - a. 10 days after we accept your claim if such acceptance occurs within the first 21 days after we receive a properly executed proof of loss, unless the claim involves an action by a probate court or other extraordinary circumstances as documented in the claim file; or
  - b. 5 days after we accept your claim if such acceptance occurs more than 21 days after we receive a properly executed proof of loss, and
    - 1) An appraisal award has been made; or
    - 2) We have reached an agreement with you on the amount of loss that was in dispute.

## Valuation - Restaurant Wine And Distilled Spirits



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)  
COMMERCIAL PROPERTY DEFINITIONS  
REAL AND PERSONAL PROPERTY COVERAGE FORM

Schedule		
Limit of Insurance	Bottled Wine	Bottled Distilled Spirits
\$50,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Select above whether this endorsement applies to Bottled Distilled Spirits, Bottled Wine or to both Bottled Distilled Spirits and Bottled Wine.		

### A. Valuation

The following is added to Section E., Valuation, in the REAL AND PERSONAL PROPERTY COVERAGE FORM:

#### 1. Bottled Wine

- a. If Bottled Wine is selected in the above Schedule, we will determine the value of your **"bottled wine"**, in the event of loss or damage at the greater of the following amounts:
  - (1) Your selling price per each bottle as posted by you as of the time and place of loss or damage; or
  - (2) The wholesale market price per each bottle as posted or quoted in an established market exchange as of the time and place of loss or damage; or
  - (3) If the bottle of wine is irreplaceable in the market, the average market listing of the bottle of wine at the time of loss, as determined by three well established and reputable wine merchants selected by us.
- b. This valuation of your **"bottled wine"** includes State, County and Local taxes for which you are liable, but does not include:
  - (1) Unpaid U.S. Government Internal Revenue taxes for which you are liable; or
  - (2) Discounts and expenses you otherwise would have had.

#### 2. Bottled Distilled Spirits

- a. If Bottled Distilled Spirits is selected in the above Schedule, we will determine the value of your **"bottled distilled spirits"**, in the event of loss or damage at the greater of the following amounts:
  - (1) The retail market price per each bottle as of the time and place of loss or damage; or
  - (2) If the bottle of distilled spirits is irreplaceable in the market, the average market listing of the bottle at the time of loss, as determined by three well established and reputable merchants of distilled spirits selected by us.

- b. This valuation of your **"bottled distilled spirits"** includes State, County and Local taxes for which you are liable, but does not include:

- (1) Unpaid U.S. Government Internal Revenue taxes for which you are liable; or
- (2) Discounts and expenses you otherwise would have had.

**B. Limit of Insurance**

1. If only Bottled Wine is selected in the above Schedule then, the most we will pay for loss of or damage to your **"bottled wine"** in any one occurrence, regardless of the number of bottles or locations involved, is the Limit of Insurance shown in the Schedule.
  2. If only Bottled Distilled Spirits is selected in the above Schedule then, the most we will pay for loss of or damage to your **"bottled distilled spirits"** in any one occurrence, regardless of the number of bottles or locations involved, is the Limit of Insurance shown in the Schedule.
  3. If both Bottled Wine and Bottled Distilled Spirits are selected in the above Schedule then, the most we will pay for loss of or damage to your **"bottled wine"** and **"bottled distilled spirits"** combined in any one occurrence, regardless of the number of bottles or locations involved, is the Limit of Insurance shown in the Schedule.
  4. The Limit of Insurance in the above Schedule is included in, and does not increase the Limit(s) of Insurance applicable to loss of or damage to Personal Property in this Coverage Part.
- C. The following is added to Section C., Exclusions, in the BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE):

**Bottled Distilled Spirits and Bottled Wine**

We will not pay for loss of **"business income"** caused by or resulting from:

1. Loss of or damage to **"bottled distilled spirits"**, or **"bottled wine"**; or
2. The time required to replace **"bottled distilled spirits"**, or **"bottled wine"**.

- D. The following is added to the COMMERCIAL PROPERTY DEFINITIONS:

**"Bottled wine"** means your supply of bottled wine that you hold for sale in your restaurant operations at a **"premises"** or **"reported unscheduled premises"**.

**"Bottled distilled spirits"** means your supply of bottled distilled spirits that you hold for sale in your restaurant operations at a **"premises"** or **"reported unscheduled premises"**.



## Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
CPO 6220911-06	11/12/2019	11/12/2020		25216000	<b>INCL</b>	

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**  
**Liquor Liability Coverage Part**  
**Products/Completed Operations Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
- To the name and address corresponding to each person or organization shown in the Schedule below; and
  - At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ILMAR, LLC	30
47 S PENNSYLVANIA ST STE 10	
C/O KEYSTONE REALTY GROUP, LLC	
INDIANAPOLIS IN 46204	

All other terms and conditions of this policy remain unchanged.



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# Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
CPO 6220911-06	11/12/2019	11/12/2020		25216000	<b>INCL</b>	

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**Liquor Liability Coverage Part**

**Products/Completed Operations Liability Coverage Part**

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
PCHE RP2,LLC AN OHIO LIMITED LIABILITY COMPANY C/O THE VISCONSI COMPANIES 30050 CHAGRIN BLVD., SUITE 360 PEPPER PIKE, OH 44124	30

All other terms and conditions of this policy remain unchanged.



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## Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
CPO 6220911-06	11/12/2019	11/12/2020		25216000	<b>INCL</b>	

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**Liquor Liability Coverage Part**

**Products/Completed Operations Liability Coverage Part**

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
WELCOME HOUSE, INC. 802 SHARON DR, STE A WESTLAKE, OH 44145	30

All other terms and conditions of this policy remain unchanged.



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## Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
CPO 6220911-06	11/12/2019	11/12/2020		25216000	<b>INCL</b>	

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**Liquor Liability Coverage Part**

**Products/Completed Operations Liability Coverage Part**

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
23625 COMMERCE PARK LLC 802 SHARON DR, STE A WESTLAKE, OH 44145	30

All other terms and conditions of this policy remain unchanged.



# Recording And Distribution Of Material Or Information In Violation Of Law Exclusion **ZURICH®**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
CPO 6220911-06	11/12/2019	11/12/2020		25216000	<b>INCL</b>	

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

- A. Exclusion **q. Recording And Distribution Of Material Or Information In Violation Of Law** of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

##### q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" directly or indirectly arising out of or based upon any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the printing, dissemination, disposal, monitoring, collecting, recording, use of, sending, transmitting, communicating or distribution of material or information.

- B. Exclusion **p. Recording And Distribution Of Material Or Information In Violation Of Law** of Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

##### p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" directly or indirectly arising out of or based upon any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the printing, dissemination, disposal, monitoring, collecting, recording, use of, sending, transmitting, communicating or distribution of material or information.

All other terms and conditions of this policy remain unchanged.

## Policyholder Notice - General Liability Access Or Disclosure Of Confidential Or Personal Information Exclusions



This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is a conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsements, which applies to your renewal policy being issued by us:

### **CG 21 06 05 14 – Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data – related Liability – With Limited Bodily Injury Exception (For Use With The Commercial General Liability Coverage Part)**

When this endorsement is attached to your policy:

- Under Coverage **A** – Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of any person's or organization's confidential or personal information. This is a reinforcement of coverage intent.
- Under Coverage **B** – Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of any person's or organization's confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

### **CG 21 07 05 14 – Exclusion – Access or Disclosure of Confidential or Personal Information and Data-related Liability – Limited Bodily Injury Exception Not Included (For Use With The Commercial General Liability Coverage Part)**

When this endorsement is attached to your policy:

- Under Coverage **A** – Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of any person's or organization's confidential or personal information. This is a reinforcement of coverage intent. Coverage is also excluded for damages because of bodily injury arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This is a reduction of coverage.
- Under Coverage **B** – Personal and Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of any person's or organization's confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction of coverage.

### **CG 21 08 05 14 – Exclusion – Access Or Disclosure Of Confidential Or Personal Information (Coverage B Only) (For Use With The Commercial General Liability Coverage Part)**

When this endorsement is attached to your policy, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of any person's or organization's confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

**CG 04 37 05 14 – Electronic Data Liability (For Use With The Commercial General Liability Coverage Part)**

With respect to damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, when this endorsement is attached to your policy:

- Under Coverage **A** – Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of any person's or organization's confidential or personal information. This is a reinforcement of coverage intent.
- Under Coverage **B** – Personal And Advertising injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of any person's or organization's confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction of coverage.

**CG 33 53 05 14 – Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data – related Liability – With Limited Bodily Injury Exception (For Use With The Owners and Contractors Protective Liability Coverage Part and Products/Completed Operations Coverage Parts)**

When this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of any person's or organization's confidential or personal information. This is a reinforcement of coverage intent.

**CG 33 59 05 14 – Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability – Limited Bodily Injury Exception Not Included (For Use With The Owners And Contractors Protective Liability and Products/Completed Operations Liability Coverage Parts)**

When this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of any person's or organization's confidential or personal information. This is a reinforcement of coverage intent. Coverage is also excluded for damages because of bodily injury arising out of loss, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This is a reduction of coverage.

## Employee Benefits Liability – Claims-Made Coverage Form

**This Coverage Form provides *claims-made* coverage. Please read the entire form carefully.**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the Company providing this insurance.

**Other words and phrases that appear in quotes have special meaning. Refer to the Definitions Section.**

### Section I. Coverage - Employee Benefit Liability

#### 1. Insuring Agreement

- A. We will pay those sums that the "insured" becomes legally obligated to pay as damages because of an act, error, or omission in the "administration" of the "insured's" "employee benefit programs". We will have the right and duty to defend the "insured" against any suit seeking those damages. However, we will have no duty to defend the "insured" against any "suit" seeking damages for any act, error, or omission for which this insurance does not apply. We may, at our discretion, investigate any "claim" and settle any "suit" that may result; but:

- (1) The amount we pay for damages is limited as described in Section II. - Limits of Insurance of this Coverage Part; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Employee Benefit Liability coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments of this Coverage Part.

- B. (1) This insurance applies to an act, error or omission only if:
- a. A "claim" arising out of the act, error or omission is first made against any "insured" during the policy period;
  - b. The act, error, or omission takes place in the "coverage territory";
  - c. The "insured" had no knowledge of and could not have reasonably foreseen any circumstances which might result in a "claim" or "suit"; and
  - d. The act, error, or omission did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period.

- (2) A "claim" will be deemed to have been made when notice of such claim is received and recorded by any "insured" or by us, whichever comes first. "All "claims" for damages to the same person or organization will be deemed to have been made at the time the first of those "claims" is made against any "insured".

#### 2. Exclusions

This insurance does not apply to:

- A. "Bodily injury", "property damage", or "personal and advertising injury";
- B. Any "claim" or "suit" arising out of any dishonest, fraudulent, criminal or malicious act;
- C. Any "claim" or "suit" arising out of discrimination or humiliation;
- D. Any "claim" or "suit" arising out of an insurer's or other provider's failure to perform its contract;
- E. Any "claim" or "suit" arising out of your failure to comply with any workers compensation, unemployment insurance, social security, disability benefits law, or similar laws;
- F. Any "claim" or "suit" arising out of the failure of any of your "employee benefit plans" to meet obligations due to insufficient funds;
- G. Any "claim" or "suit" arising out of:
  - (1) Advice given to any person to participate or not participate in a plan or program included in "employee benefit programs";
  - (2) The appointment of, or failure to appoint, any investment manager, administrator, trustee, actuary, advisor, counsel, accountant, custodian, or consultant;

- (3) Any investment activity, including the management, administration or disposition of assets of your "employee benefit programs"; or
  - (4) Failure of any investment to perform as represented by any "insured".
- H.** Any "claim" or "suit" arising out of an "insured's" liability as a fiduciary under:
- a.** The Employee Retirement Income Security Act of 1974 (PL93-406) and its amendments; or
  - b.** The Internal Revenue Code of 1986 (including the Internal Revenue Code of 1954) and its amendments.

### 3. Supplementary Payments

We will pay, in addition to the applicable Limits of Insurance, with respect to any "claim" we investigate or settle or "suit" we defend:

- A.** All expenses incurred by us, all costs taxed against the "insured" in any "suit" defended by us and all interest on the full amount of any judgment which accrues after entry of the judgment and before we have paid or tendered or deposited in court, that part of the judgment which does not exceed the limit of our insurance.
- B.** Premiums on appeal bonds required and on bonds to release attachments in any "suit". We do not have to furnish these bonds.
- C.** All reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- D.** Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

## II. Limits of Insurance

- A.** The Limits of Insurance shown in the Declarations and the rules below establish the most we will pay regardless of the number of:
  - (1) "Insureds";
  - (2) "Claims" made or "suits" brought; or
  - (3) "Employees" or dependents or beneficiaries of "employees" making "claims" or bringing "suits".
- B.** The Aggregate Limit is the most we will pay for all damages because of all "claims" or "suits" arising from the "administration" of your "employee benefit programs" during the policy period.

- C.** Subject to the Aggregate Limit provisions in **B.** above, the Each Claim Limit is the most we will pay for all damages sustained by any one "employee", including the "employee's" dependents and beneficiaries, because of acts, errors, or omissions committed in the "administration" of your "employee benefit programs".
- D.** The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## III. Conditions

### A. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of our obligations.

### B. Duties in the Event of an Act, Error, Omission, Claim or Suit

- (1) Regardless of whether the loss exceeds any applicable deductible amount, you must see to it that we are notified as soon as practicable of any act, error, or omission which may result in a "claim". To the extent possible, notice should include:

- a.** How, when, and where the act, error, or omission took place;
- b.** The names and addresses of any injured "employee", dependents, or beneficiaries of any "employee" and witnesses.

Notice of an act, error, or omission is not notice of a "claim".

- (2) If a "claim" is received by any "insured", you must:

- a.** Immediately record the specifics of the "claim" and the date received; and
- b.** Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

- (3) You and any other involved "insured" must:

- a.** Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim" or "suit";
- b.** Authorize us to obtain records and other information;

- c. Cooperate with us in the investigation, settlement, or defense of the "claim" or "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury to which this insurance may also apply.

- (4) No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

### C. Legal Action Against Us

No person or organization has a right:

- (1) To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or
- (2) To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured" obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured", and the claimant or the claimant's legal representative.

### D. Other Insurance

If other valid and collectible insurance is available to the "insured" for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### (1) Primary Insurance

This insurance is primary except when 2. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in 3. below.

#### (2) Excess Insurance

This insurance is excess over any other insurance whether primary, excess, contingent, or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to an act, error, or omission on other than a claims-made basis, if:

- a. No Retroactive Date is shown in the Declarations of this insurance; or
- b. The other insurance has a policy period which continues after the Retroactive Date, if any, shown in the Declarations of this insurance.

When this insurance is excess, we will have no duty to defend any "claim" or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the "insured's" rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- i. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- ii. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

### (3) Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### E. Separation of Insureds

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- (1) As if each Named Insured were the only Named Insured; and
- (2) Separately to each "insured" against whom "claim" is made or "suit" is brought.

### F. Transfer Of Rights Of Recovery Against Others To Us

If the "insured" has rights to recover all or part of any payment we made under this Coverage Part, those rights are transferred to us. The "insured" must do nothing after loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.

## IV. Definitions

**A.** "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- (1) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- (2) Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**B.** "Administration" means:

- (1) Counseling "employees", including their dependents and beneficiaries, with respect to "employee benefit programs";
- (2) Handling records in connection with "employee benefit programs"; or
- (3) Effecting or terminating an "employee's" participation in a plan included in "employee benefit programs".

**C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

**D.** "Claim" means:

The receipt by you of a demand for money or services which alleges an act, error, or omission in the "administration" of your "employee benefit programs."

**E.** "Coverage territory" means:

- (1) The United States of America (including its territories and possessions), Puerto Rico, and Canada; or
- (2) All parts of the world if the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **E. 1.** above, or in a settlement to which we agree.

**F.** "Employee" means:

Your officers and employees, whether actively employed, disabled, or retired.

**G.** "Employee benefit programs" mean:

Group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workers compensation, unemployment insurance, salary continuation plans, social security, disability benefits insurance, savings plans, vacation plans, or any other similar plans or programs.

**H.** "Insured" means:

You and any of your partners, executive officers, directors, members, stockholders or "employees", provided such "employee" is authorized to act in the "administration" of your "employee benefit programs".

**I.** "Personal and advertising injury" means:

Injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- (1) False arrest, detention, or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from wrongful entry into, or invasion of the right of private occupancy of, a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
- (4) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or
- (5) Oral or written publication, in any manner, of material that violates a person's right of privacy;
- (6) The use of another's advertising idea in your "advertisement"; or
- (7) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**J.** "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property.
- (2) Loss of use of tangible property that is not physically injured.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications, software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**K.** "Suit" means:

A civil proceeding in which damages to which this insurance applies is alleged. "Suit" includes:

- (1) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: CPO 6220911-06

## AMERICAN ZURICH INSURANCE COMPANY

Named Insured HYDE PARK RESTAURANT GROUP

Policy Period: Coverage begins 11-12-2019 at 12:01 A.M.; Coverage ends 11-12-2020 at 12:01 A.M.

Producer Name: THE FEDELI GROUP, INC.

Producer No. 25216-000

## Item 1. Business Description:

## Item 2. Limits of Insurance

GENERAL AGGREGATE LIMIT	\$	<u>2,000,000</u>	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$	<u>2,000,000</u>	
EACH OCCURRENCE LIMIT	\$	<u>1,000,000</u>	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$	<u>1,000,000</u>	Any one premises
MEDICAL EXPENSE LIMIT	\$	<u>10,000</u>	Any one person
PERSONAL AND ADVERTISING INJURY LIMIT	\$	<u>1,000,000</u>	Any one person or organization

## Item 3. Retroactive Date (CG 00 02 ONLY)

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" offense which occurs before the Retroactive Date, if any, shown here:

NONE

(Enter Date or "None" if no Retroactive Date applies)

## Item 4. Form of Business and Location Premises

Form of Business: CORPORATION

Location of All Premises You Own, Rent or Occupy: See Schedule of Locations

## Item 5. Schedule of Forms and Endorsements

Form(s) and Endorsement(s) made a part of this Policy at time of issue:

See Schedule of Forms and Endorsements

## Item 6. Premiums

Coverage Part Premium: \$ 217,002.00

Other Premium:

Total Premium: \$ 217,002.00

**Policy Number**  
CPO 6220911-06

**COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE**  
**AMERICAN ZURICH INSURANCE COMPANY**

Named Insured HYDE PARK RESTAURANT GROUP

Effective Date: 11-12-19  
12:01 A.M., Standard Time

Agent Name THE FEDELI GROUP, INC.

Agent No. 25216-000

**Item 5. Location of Premises**

Location of All Premises You Own, Rent or Occupy:  
**See Schedule of Locations**

Code No.	Premium Basis	Premises / Operations	
16910	GROSS SALES/NEAREST THOUSAND		
Location	001/001	Exposure	\$3,720,000
Classification: RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN 30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE		Rate	Premium
		2.179	\$ 8,229.00
		Products/Completed Operations	
		Rate	Premium
		.112	\$ 417.00
Code No.	Premium Basis	Premises / Operations	
58161	GROSS SALES/NEAREST THOUSAND		
Location	001/001	Exposure	\$1,020,000
Classification: RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES		Rate	Premium
		2.354	\$ 2,401.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
61224	SQUARE FEET/NEAREST THOUSAND		
Location	001/001	Exposure	IF ANY
Classification: BUILDINGS OR PREMISES - OFFICE - PREMISES OCCUPIED BY EMPLOYEES OF THE INSURED - OTHER THAN NOT-FOR-PROFIT		Rate	Premium
		34.839	
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
61224	SQUARE FEET/NEAREST THOUSAND		
Location	002/001	Exposure	7,220
Classification: BUILDINGS OR PREMISES - OFFICE - PREMISES OCCUPIED BY EMPLOYEES OF THE INSURED - OTHER THAN NOT-FOR-PROFIT		Rate	Premium
		34.839	\$ 255.00
		Products/Completed Operations	
		Rate	Premium

U-GL-1113-A CW (10/02)

**Policy Number**  
CPO 6220911-06

**COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE**  
**AMERICAN ZURICH INSURANCE COMPANY**

Named Insured HYDE PARK RESTAURANT GROUP

Effective Date: 11-12-19  
12:01 A.M., Standard Time

Agent Name THE FEDELI GROUP, INC.

Agent No. 25216-000

**Item 5. Location of Premises**

Location of All Premises You Own, Rent or Occupy:  
**See Schedule of Locations**

Code No.	Premium Basis	Premises / Operations	
16916	GROSS SALES/NEAREST THOUSAND		
Location	003/001	Exposure	\$2,260,000
<b>Classification:</b> RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE 30% OR MORE OF BUT LESS THAN 75% OF THE TOTAL ANNUAL RECEIPTS OF THE RESTAURANTS -WITHOUT DANCE FLOOR		Rate	Premium
		1.053	\$ 2,416.00
		Products/Completed Operations	
		Rate	Premium
		.086	\$ 194.00
Code No.	Premium Basis	Premises / Operations	
58161	GROSS SALES/NEAREST THOUSAND		
Location	003/001	Exposure	\$690,000
<b>Classification:</b> RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES		Rate	Premium
		2.354	\$ 1,624.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
61224	SQUARE FEET/NEAREST THOUSAND		
Location	003/001	Exposure	5,266
<b>Classification:</b> BUILDINGS OR PREMISES - OFFICE - PREMISES OCCUPIED BY EMPLOYEES OF THE INSURED - OTHER THAN NOT-FOR-PROFIT		Rate	Premium
		22.133	\$ 119.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
16910	GROSS SALES/NEAREST THOUSAND		
Location	004/001	Exposure	\$1,660,000
<b>Classification:</b> RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN 30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE		Rate	Premium
		1.743	\$ 2,937.00
		Products/Completed Operations	
		Rate	Premium
		.112	\$ 186.00

U-GL-1113-A CW (10/02)

**Policy Number**  
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**COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE**  
**AMERICAN ZURICH INSURANCE COMPANY**

Named Insured HYDE PARK RESTAURANT GROUP

Effective Date: 11-12-19  
12:01 A.M., Standard Time

Agent Name THE FEDELI GROUP, INC.

Agent No. 25216-000

**Item 5. Location of Premises**

Location of All Premises You Own, Rent or Occupy:  
**See Schedule of Locations**

Code No.	Premium Basis	Premises / Operations	
58161	GROSS SALES/NEAREST THOUSAND		
Location 004/001	Exposure \$400,000	Rate	Premium
Classification: RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES		2.354	\$ 942.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
16916	GROSS SALES/NEAREST THOUSAND		
Location 005/001	Exposure \$2,510,000	Rate	Premium
Classification: RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE 30% OR MORE OF BUT LESS THAN 75% OF THE TOTAL ANNUAL RECEIPTS OF THE RESTAURANTS -WITHOUT DANCE FLOOR		1.053	\$ 2,683.00
		Products/Completed Operations	
		Rate	Premium
		.086	\$ 216.00
Code No.	Premium Basis	Premises / Operations	
58161	GROSS SALES/NEAREST THOUSAND		
Location 005/001	Exposure \$730,000	Rate	Premium
Classification: RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES		2.354	\$ 1,718.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
61224	SQUARE FEET/NEAREST THOUSAND		
Location 005/001	Exposure 5,465	Rate	Premium
Classification: BUILDINGS OR PREMISES - OFFICE - PREMISES OCCUPIED BY EMPLOYEES OF THE INSURED - OTHER THAN NOT-FOR-PROFIT		22.133	\$ 123.00
		Products/Completed Operations	
		Rate	Premium

U-GL-1113-A CW (10/02)

**Policy Number**  
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**COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE**  
**AMERICAN ZURICH INSURANCE COMPANY**

Named Insured HYDE PARK RESTAURANT GROUP

Effective Date: 11-12-19  
12:01 A.M., Standard Time

Agent Name THE FEDELI GROUP, INC.

Agent No. 25216-000

**Item 5. Location of Premises**

Location of All Premises You Own, Rent or Occupy:  
**See Schedule of Locations**

Code No.	Premium Basis	Premises / Operations	
16910	GROSS SALES/NEAREST THOUSAND		
Location	006/001	Exposure	\$2,200,000
Classification: RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN 30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE		Rate	Premium
		1.561	\$ 3,486.00
		Products/Completed Operations	
		Rate	Premium
		.112	\$ 246.00
Code No.	Premium Basis	Premises / Operations	
58161	GROSS SALES/NEAREST THOUSAND		
Location	006/001	Exposure	\$620,000
Classification: RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES		Rate	Premium
		2.354	\$ 1,459.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
47051	ACRE/EACH		
Location	007/001	Exposure	1.92
Classification: REAL ESTATE DEVELOPMENT PROPERTY		Rate	Premium
		5.431	\$ 10.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
16910	GROSS SALES/NEAREST THOUSAND		
Location	008/001	Exposure	\$2,470,000
Classification: RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN 30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE		Rate	Premium
		2.179	\$ 5,464.00
		Products/Completed Operations	
		Rate	Premium
		.112	\$ 277.00

U-GL-1113-A CW (10/02)

**Policy Number**  
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**COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE**  
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Named Insured HYDE PARK RESTAURANT GROUP

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12:01 A.M., Standard Time

Agent Name THE FEDELI GROUP, INC.

Agent No. 25216-000

**Item 5. Location of Premises**

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**See Schedule of Locations**

Code No.	Premium Basis	Premises / Operations	
58161	GROSS SALES/NEAREST THOUSAND		
Location	008/001	Exposure	\$800,000
Classification: RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES		Rate	Premium
		2.354	\$ 1,883.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
16916	GROSS SALES/NEAREST THOUSAND		
Location	009/001	Exposure	\$5,650,000
Classification: RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE 30% OR MORE OF BUT LESS THAN 75% OF THE TOTAL ANNUAL RECEIPTS OF THE RESTAURANTS -WITHOUT DANCE FLOOR		Rate	Premium
		1.053	\$ 6,039.00
		Products/Completed Operations	
		Rate	Premium
		.086	\$ 486.00
Code No.	Premium Basis	Premises / Operations	
58161	GROSS SALES/NEAREST THOUSAND		
Location	009/001	Exposure	\$1,760,000
Classification: RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES		Rate	Premium
		2.354	\$ 4,143.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
16916	GROSS SALES/NEAREST THOUSAND		
Location	010/001	Exposure	\$5,940,000
Classification: RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE 30% OR MORE OF BUT LESS THAN 75% OF THE TOTAL ANNUAL RECEIPTS OF THE RESTAURANTS -WITHOUT DANCE FLOOR		Rate	Premium
		2.420	\$ 14,571.00
		Products/Completed Operations	
		Rate	Premium
		.127	\$ 754.00

U-GL-1113-A CW (10/02)

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**COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE**  
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Named Insured HYDE PARK RESTAURANT GROUP

Effective Date: 11-12-19  
12:01 A.M., Standard Time

Agent Name THE FEDELI GROUP, INC.

Agent No. 25216-000

**Item 5. Location of Premises**

Location of All Premises You Own, Rent or Occupy:  
**See Schedule of Locations**

Code No.	Premium Basis	Premises / Operations	
58161	GROSS SALES/NEAREST THOUSAND		
Location	010/001	Exposure	\$1,710,000
Classification: RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES		Rate	Premium
		3.226	\$ 5,516.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
16916	GROSS SALES/NEAREST THOUSAND		
Location	011/001	Exposure	\$3,710,000
Classification: RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE 30% OR MORE OF BUT LESS THAN 75% OF THE TOTAL ANNUAL RECEIPTS OF THE RESTAURANTS -WITHOUT DANCE FLOOR		Rate	Premium
		6.363	\$ 23,906.00
		Products/Completed Operations	
		Rate	Premium
		.817	\$ 3,031.00
Code No.	Premium Basis	Premises / Operations	
58161	GROSS SALES/NEAREST THOUSAND		
Location	011/001	Exposure	\$1,230,000
Classification: RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES		Rate	Premium
		5.396	\$ 6,637.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
16916	GROSS SALES/NEAREST THOUSAND		
Location	012/001	Exposure	\$4,300,000
Classification: RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE 30% OR MORE OF BUT LESS THAN 75% OF THE TOTAL ANNUAL RECEIPTS OF THE RESTAURANTS -WITHOUT DANCE FLOOR		Rate	Premium
		6.363	\$ 27,707.00
		Products/Completed Operations	
		Rate	Premium
		.817	\$ 3,513.00

U-GL-1113-A CW (10/02)

**Policy Number**  
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**COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE**  
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Named Insured HYDE PARK RESTAURANT GROUP

Effective Date: 11-12-19  
12:01 A.M., Standard Time

Agent Name THE FEDELI GROUP, INC.

Agent No. 25216-000

**Item 5. Location of Premises**

Location of All Premises You Own, Rent or Occupy:  
**See Schedule of Locations**

Code No.	Premium Basis	Premises / Operations	
58161	GROSS SALES/NEAREST THOUSAND		
Location 012/001	Exposure \$1,250,000	Rate	Premium
Classification: RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES		5.396	\$ 6,745.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
16916	GROSS SALES/NEAREST THOUSAND		
Location 013/001	Exposure \$4,480,000	Rate	Premium
Classification: RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE 30% OR MORE OF BUT LESS THAN 75% OF THE TOTAL ANNUAL RECEIPTS OF THE RESTAURANTS -WITHOUT DANCE FLOOR		1.534	\$ 6,971.00
		Products/Completed Operations	
		Rate	Premium
		.107	\$ 479.00
Code No.	Premium Basis	Premises / Operations	
58151	GROSS SALES/NEAREST THOUSAND		
Location 013/001	Exposure \$1,620,000	Rate	Premium
Classification: RESTAURANTS OR TAVERNS - CLASS 'C' LICENSE - RETAIL SELLING BEER, WINEAND LIQUOR CONSUMED ON PREMISES		2.884	\$ 4,672.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
61226	SQUARE FEET/NEAREST THOUSAND		
Location 014/001	Exposure 3,200	Rate	Premium
Classification: BUILDINGS OR PREMISES - OFFICE - OTHER THAN NOT-FOR-PROFIT		55.537	\$ 180.00
		Products/Completed Operations	
		Rate	Premium

U-GL-1113-A CW (10/02)

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**COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE**  
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Agent Name THE FEDELI GROUP, INC.

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Location of All Premises You Own, Rent or Occupy:  
**See Schedule of Locations**

Code No.	Premium Basis	Premises / Operations	
61212	SQUARE FEET/NEAREST THOUSAND		
Location	015/001	Exposure	7,000
Classification: BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT		Rate	Premium
		26.641	\$ 189.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
16916	GROSS SALES/NEAREST THOUSAND		
Location	018/001	Exposure	\$1,740,000
Classification: RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE 30% OR MORE OF BUT LESS THAN 75% OF THE TOTAL ANNUAL RECEIPTS OF THE RESTAURANTS -WITHOUT DANCE FLOOR		Rate	Premium
		1.870	\$ 3,303.00
		Products/Completed Operations	
		Rate	Premium
		.086	\$ 150.00
Code No.	Premium Basis	Premises / Operations	
58161	GROSS SALES/NEAREST THOUSAND		
Location	018/001	Exposure	\$530,000
Classification: RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES		Rate	Premium
		2.354	\$ 1,248.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
61226	SQUARE FEET/NEAREST THOUSAND		
Location	021/001	Exposure	10,000
Classification: BUILDINGS OR PREMISES - OFFICE - OTHER THAN NOT-FOR-PROFIT		Rate	Premium
		77.260	\$ 783.00
		Products/Completed Operations	
		Rate	Premium

U-GL-1113-A CW (10/02)

**Policy Number**  
**CPO 6220911-06**

**COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE**  
**AMERICAN ZURICH INSURANCE COMPANY**

Named Insured HYDE PARK RESTAURANT GROUP

Effective Date: 11-12-19  
12:01 A.M., Standard Time

Agent Name THE FEDELI GROUP, INC.

Agent No. 25216-000

**Item 5. Location of Premises**

Location of All Premises You Own, Rent or Occupy:  
**See Schedule of Locations**

Code No.	Premium Basis	Premises / Operations	
61224	SQUARE FEET/NEAREST THOUSAND		
Location	024/001	Exposure	2,910
Classification: BUILDINGS OR PREMISES - OFFICE - PREMISES OCCUPIED BY EMPLOYEES OF THE INSURED - OTHER THAN NOT-FOR-PROFIT		Rate	Premium
		44.061	\$ 130.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
61224	SQUARE FEET/NEAREST THOUSAND		
Location	025/001	Exposure	5,033
Classification: BUILDINGS OR PREMISES - OFFICE - PREMISES OCCUPIED BY EMPLOYEES OF THE INSURED - OTHER THAN NOT-FOR-PROFIT		Rate	Premium
		25.002	\$ 128.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
16916	GROSS SALES/NEAREST THOUSAND		
Location	026/001	Exposure	\$2,380,000
Classification: RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE 30% OR MORE OF BUT LESS THAN 75% OF THE TOTAL ANNUAL RECEIPTS OF THE RESTAURANTS -WITHOUT DANCE FLOOR		Rate	Premium
		1.053	\$ 2,544.00
		Products/Completed Operations	
		Rate	Premium
		.086	\$ 205.00
Code No.	Premium Basis	Premises / Operations	
58161	GROSS SALES/NEAREST THOUSAND		
Location	026/001	Exposure	\$740,000
Classification: RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES		Rate	Premium
		2.354	\$ 1,742.00
		Products/Completed Operations	
		Rate	Premium

U-GL-1113-A CW (10/02)

**Policy Number**  
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**COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE**  
**AMERICAN ZURICH INSURANCE COMPANY**

Named Insured HYDE PARK RESTAURANT GROUP

Effective Date: 11-12-19  
12:01 A.M., Standard Time

Agent Name THE FEDELI GROUP, INC.

Agent No. 25216-000

**Item 5. Location of Premises**

Location of All Premises You Own, Rent or Occupy:  
**See Schedule of Locations**

Code No.	Premium Basis	Premises / Operations	
16910	GROSS SALES/NEAREST THOUSAND		
Location	027/001	Exposure	\$2,740,000
Classification: RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN 30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE		Rate	Premium
		2.179	\$ 6,060.00
		Products/Completed Operations	
		Rate	Premium
		.112	\$ 307.00
Code No.	Premium Basis	Premises / Operations	
58161	GROSS SALES/NEAREST THOUSAND		
Location	027/001	Exposure	\$1,020,000
Classification: RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES		Rate	Premium
		2.354	\$ 2,401.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
61224	SQUARE FEET/NEAREST THOUSAND		
Location	030/001	Exposure	4,796
Classification: BUILDINGS OR PREMISES - OFFICE - PREMISES OCCUPIED BY EMPLOYEES OF THE INSURED - OTHER THAN NOT-FOR-PROFIT		Rate	Premium
		22.133	\$ 107.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
16910	GROSS SALES/NEAREST THOUSAND		
Location	031/001	Exposure	\$2,530,000
Classification: RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN 30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE		Rate	Premium
		2.690	\$ 6,902.00
		Products/Completed Operations	
		Rate	Premium
		.116	\$ 293.00

U-GL-1113-A CW (10/02)

**Policy Number**  
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**COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE**  
**AMERICAN ZURICH INSURANCE COMPANY**

Named Insured HYDE PARK RESTAURANT GROUP

Effective Date: 11-12-19  
12:01 A.M., Standard Time

Agent Name THE FEDELI GROUP, INC.

Agent No. 25216-000

**Item 5. Location of Premises**

Location of All Premises You Own, Rent or Occupy:  
**See Schedule of Locations**

Code No.	Premium Basis	Premises / Operations	
58161	GROSS SALES/NEAREST THOUSAND		
Location	031/001	Exposure	\$770,000
Classification: RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES		Rate	Premium
		2.570	\$ 1,979.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
16910	GROSS SALES/NEAREST THOUSAND		
Location	032/001	Exposure	\$3,810,000
Classification: RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN 30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE		Rate	Premium
		1.801	\$ 6,961.00
		Products/Completed Operations	
		Rate	Premium
		.152	\$ 579.00
Code No.	Premium Basis	Premises / Operations	
58151	GROSS SALES/NEAREST THOUSAND		
Location	032/001	Exposure	\$1,040,000
Classification: RESTAURANTS OR TAVERNS - CLASS 'C' LICENSE - RETAIL SELLING BEER, WINEAND LIQUOR CONSUMED ON PREMISES		Rate	Premium
		2.884	\$ 2,999.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
16910	GROSS SALES/NEAREST THOUSAND		
Location	033/001	Exposure	\$2,010,000
Classification: RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN 30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE		Rate	Premium
		2.179	\$ 4,446.00
		Products/Completed Operations	
		Rate	Premium
		.112	\$ 225.00

U-GL-1113-A CW (10/02)

**Policy Number**  
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**COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE**  
**AMERICAN ZURICH INSURANCE COMPANY**

Named Insured HYDE PARK RESTAURANT GROUP

Effective Date: 11-12-19  
12:01 A.M., Standard Time

Agent Name THE FEDELI GROUP, INC.

Agent No. 25216-000

**Item 5. Location of Premises**

Location of All Premises You Own, Rent or Occupy:  
**See Schedule of Locations**

Code No.	Premium Basis	Premises / Operations	
58161	GROSS SALES/NEAREST THOUSAND		
Location	033/001	Exposure	\$710,000
Classification: RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES		Rate	Premium
		2.354	\$ 1,671.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
61226	SQUARE FEET/NEAREST THOUSAND		
Location	034/001	Exposure	3,200
Classification: BUILDINGS OR PREMISES - OFFICE - OTHER THAN NOT-FOR-PROFIT		Rate	Premium
		77.260	\$ 250.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
61224	SQUARE FEET/NEAREST THOUSAND		
Location	037/001	Exposure	5,600
Classification: BUILDINGS OR PREMISES - OFFICE - PREMISES OCCUPIED BY EMPLOYEES OF THE INSURED - OTHER THAN NOT-FOR-PROFIT		Rate	Premium
		34.839	\$ 198.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
61212	SQUARE FEET/NEAREST THOUSAND		
Location	041/001	Exposure	19,800
Classification: BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT		Rate	Premium
		102.489	\$ 2,053.00
		Products/Completed Operations	
		Rate	Premium

U-GL-1113-A CW (10/02)

**Policy Number**  
CPO 6220911-06

**COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE**  
**AMERICAN ZURICH INSURANCE COMPANY**

Named Insured HYDE PARK RESTAURANT GROUP

Effective Date: 11-12-19  
12:01 A.M., Standard Time

Agent Name THE FEDELI GROUP, INC.

Agent No. 25216-000

**Item 5. Location of Premises**

Location of All Premises You Own, Rent or Occupy:  
**See Schedule of Locations**

Code No.	Premium Basis	Premises / Operations	
61224	SQUARE FEET/NEAREST THOUSAND		
Location	042/001	Exposure	3,261
Classification: BUILDINGS OR PREMISES - OFFICE - PREMISES OCCUPIED BY EMPLOYEES OF THE INSURED - OTHER THAN NOT-FOR-PROFIT		Rate	Premium
		22.133	\$ 73.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
Location		Exposure	
Classification: TERRORISM - CAT		Rate	Premium
			\$ 3,533.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
92100	No. of Employees		
Location		Exposure	714
Classification: Employee Benefits Liability		Rate	Premium
			\$ 452.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
1345			
Location		Exposure	
Classification: GL SUPPLEMENTAL COVERAGE ENDORSEMENT		Rate	Premium
			\$ 10,555.00
		Products/Completed Operations	
		Rate	Premium

U-GL-1113-A CW (10/02)

**Policy Number**  
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**COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE**  
**AMERICAN ZURICH INSURANCE COMPANY**

Named Insured HYDE PARK RESTAURANT GROUP

Effective Date: 11-12-19  
12:01 A.M., Standard Time

Agent Name THE FEDELI GROUP, INC.

Agent No. 25216-000

**Item 5. Location of Premises**

Location of All Premises You Own, Rent or Occupy:  
**See Schedule of Locations**

Code No.	Premium Basis	Premises / Operations	
Location	Exposure	Rate	Premium
Classification: Stop Gap			\$ 1,901.00
		Products / Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
Location	Exposure	Rate	Premium
Classification:			
		Products / Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
Location	Exposure	Rate	Premium
Classification:			
		Products / Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises / Operations	
Location	Exposure	Rate	Premium
Classification:			
		Products / Completed Operations	
		Rate	Premium

U-GL-1113-A CW (10/02)

**LIQUOR LIABILITY COVERAGE PART DECLARATIONS**  
**AMERICAN ZURICH INSURANCE COMPANY**

Policy Number:  
CPO 6220911-06

Named Insured HYDE PARK RESTAURANT GROUP

Policy Period: Coverage begins 11-12-19 at 12:01 A.M.; Coverage ends 11-12-2020 at 12:01 A.M.

Producer Name: THE FEDELI GROUP, INC.

Producer No. 25216-000

**Item 1. Limits of Insurance**

Aggregate Limit \$ 2,000,000

Each Common Cause Limit \$ 1,000,000

**Item 2. Retroactive Date (CG 00 34 only)**

Section I of this insurance does not apply to "injury" which occurs before the Retroactive Date, if any, shown here:

(Enter Date or "None" if no Retroactive Date applies)

**Item 3. Business Description and Location Premises**

Form of Business  
CORPORATION

Business Description

Location of All Premises You Own, Rent or Occupy: **See Schedule of Locations**

**Item 4. Premium**

Code No.	Premium Basis	Premises/Operations	
Location	Exposure	Rate	Premium
Classification: <b>See Commercial General Liability Coverage Schedule</b>		Products/Completed Operations	
		Rate	Premium

**Item 5. Schedule of Forms and Endorsements**

Form(s) and Endorsement(s) made a part of this Policy at time of issue:  
**See Schedule of Forms and Endorsements**

**EMPLOYEE BENEFIT LIABILITY COVERAGE PART - CLAIMS MADE DECLARATIONS**

Policy Number: CPO 6220911-06

Named Insured: HYDE PARK RESTAURANT GROUP

Policy Period: Coverage begins 11-12-2019 at 12:01 A.M; Coverage ends 11-12-2020 at 12:01 A.M

Producer Name: THE FEDELI GROUP, INC.

Producer No. 25216-000

**Item 1. Limits of Insurance**

\$ 2,000,000 Aggregate Limit

\$ 1,000,000 Each Claim Limit

**Item 2. Form of Business:**

☐ Individual      ☐ Partnership      ☐ Joint Venture      ☒ Corporation  
☐ Other

**Item 3. Premium Schedule:**

Code No.	Premium Basis (Estimated Number of Employees)	Rate	Advance Premium
92100	714	\$ INCL Per Employee	\$ INCL
		\$ INCL Flat Charge	\$ INCL

Total Advance Premium For This Coverage Part: \$ INCL

Audit Period: ☒ Annual      ☐ Semi-annual      ☐ Quarterly      ☐ Monthly**Forms And Endorsements Applicable To This Coverage Part:****SEE SCHEDULE OF FORMS AND ENDORSEMENTS****Retroactive Date:**11/12/2011 (Enter date or "None" if no Retroactive Date applies)

This insurance does not apply to damages caused by an act, error, or omission which occurred before the Retroactive Date, if any, shown above.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**COVERAGE C – MEDICAL PAYMENTS****1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
 provided that:
  - (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

## **SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

**b. Excess Insurance**

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** — Coverage **A** — Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

**9. "Insured contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

**10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**

**11. "Loading or unloading" means the handling of property:**

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16. "Products-completed operations hazard":**

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18. "Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20. "Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21. "Your product":**

**a. Means:**

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a)** You;
  - (b)** Others trading under your name; or
  - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes:**

**(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

**(2)** The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**22. "Your work":**

**a. Means:**

**(1)** Work or operations performed by you or on your behalf; and

**(2)** Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

**(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

**(2)** The providing of or failure to provide warnings or instructions.

# LIQUOR LIABILITY COVERAGE FORM

**THIS FORM PROVIDES CLAIMS-MADE COVERAGE.  
PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

## SECTION I – LIQUOR LIABILITY COVERAGE

### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "injury" only if:

- (1) The "injury" is caused by an occurrence that takes place in the "coverage territory";
- (2) The "injury" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
- (3) A claim for damages because of the "injury" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

- c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph a. above.

All claims for damages because of "injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "injury" will be deemed to have been made at the time the first of those claims is made against any insured.

### 2. Exclusions

This insurance does not apply to:

#### a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

#### b. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**c. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "injury".

**d. Liquor License Not in Effect**

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

**e. Your Product**

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnities may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

**f. Other Insurance**

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

**g. War**

"Injury" however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

**SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
    - (1) "Injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above; or
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (a) or (b) above.
    - (2) "Property damage" to property:
      - (a) Owned or occupied by, or
      - (b) Rented or loaned
 to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).
  - b. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
  - b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
- 2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
- 3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – LIQUOR LIABILITY CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Injury, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "injury" took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any "injury".
- b. If a claim is received by any insured, you must:
  - (1) Immediately record the specifics of the claim and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "injury" on other than a claims-made basis, if:

- (1) No Retroactive Date is shown in the Declarations of this insurance; or
- (2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**10. Your Right To Claim And "Injury" Information**

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding liquor liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "injury", not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Injury, Claim Or Suit Condition in Liquor Liability Conditions. We will include the date and brief description of the "injury" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under the Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claim and "injury" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

#### **SECTION V – EXTENDED REPORTING PERIODS**

1. We will provide one or more Extended Reporting Periods, as described below, if:
  - a. This Coverage Part is cancelled or not renewed; or
  - b. We renew or replace this Coverage Part with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
    - (2) Does not apply to "injury" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for "injury" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
  - a. Five years with respect to claims because of "injury" reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Injury, Claim Or Suit Condition in Liquor Liability Conditions; and
  - b. Sixty days with respect to claims arising from "injury" not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for the Aggregate Limit.

Paragraph 2. of Section III – Limits Of Insurance will be amended accordingly. The Each Common Cause Limit shown in the Declarations will then continue to apply, as set forth in Paragraph 3. of that Section.

## SECTION VI – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the "injury" occurs in the course of travel or transportation between any places included in a. above; or
  - c. All other parts of the world if the "injury" arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above; or
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business  
provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
5. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support.
6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
7. "Property damage" means:
  - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
10. "Your product":
  - a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You;
      - (b) Others trading under your name; or
      - (c) A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2) The providing of or failure to provide warnings or instructions.
  - c. Does not include vending machines or other property rented to or located for the use of others but not sold.

## Fungi Or Bacteria Exclusion Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

The following exclusion is added to paragraph **2. Exclusions** of **Section I. – Coverage A – Bodily Injury And Property Damage Liability** and paragraph **2. Exclusions** of **Coverage B – Personal And Advertising Injury Liability**:

#### **2. Exclusions**

This insurance does not apply to:

#### **Fungi or Bacteria**

- A. "Bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly by the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any:
  - 1. "Fungi" or "bacteria"; or
  - 2. Substance, vapor or gas produced by or arising out of any "fungi" or "bacteria".
- B. Loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or "bacteria", by any insured or by any other person or entity.
- C. For the purposes of this exclusion, the following definitions are added:
  - 1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, "spores", scents or byproducts produced or released by fungi.
  - 2. "Spores" means reproductive bodies produced by or arising out of "fungi".
  - 3. "Bacteria" means any type or form of bacteria and any materials or substances that are produced or released by bacteria.

This exclusion does not apply to any "fungi" or "bacteria" that are, are on, or are contained in, an edible good or edible product intended for human or animal consumption.


**ZURICH**

## Lead Liability Exclusion

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
CPO 6220911-06	11/12/2019	11/12/2020		25216000	\$ <b>INCL</b>	\$

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

The following exclusion is added to Paragraph 2. Exclusions, of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions, of Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

#### **Lead**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by or related to: the actual, alleged or threatened:
  - (a) Exposure to or existence of lead, paint containing lead, or any other material, product or substance containing lead; or
  - (b) Manufacture, distribution, sale, resale, re-branding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material, product or substance containing lead,

whether the lead is or was at any time airborne, ingested, inhaled, absorbed, transmitted in any fashion, or found in any form whatsoever, or whether any other cause, event, material, product or substance contributed concurrently or in any sequence to the injury or damage.;
- (2) Any sums that any insured or other entity must pay, repay or reimburse because of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, sample, monitor, clean up, remove, abate, cover, contain, treat, mitigate, or neutralize lead, paint containing lead, or any other material, product or substance containing lead, or in any way respond to, or assess the effects of lead in any form; or
  - (b) Claim or "suit" for damages relating to testing for, sampling, monitoring, cleaning up, removing, abating, covering, containing, treating, mitigating, or neutralizing lead, paint containing lead, or any other material, product or substance containing lead or in any way responding to or assessing the effects of lead in any form.
- (3) Any other loss, cost or expense arising out of, caused by or relating in any way to lead.



# General Liability Supplemental Coverage Endorsement

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Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
CPO 6220911-06	11/12/2019	11/12/2020		25216000	\$ <b>INCL</b>	\$

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

#### A. Broadened Named Insured

##### 1. The following is added to Section II – Who Is An Insured:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- Is newly acquired or formed during the policy period;
- Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

##### 2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

#### B. Newly Acquired or Formed Organizations as Named Insureds

##### 1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

**C. Insured Status – Employees**

Paragraph 2.a.(1) of Section II – **Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

**D. Additional Insureds – Lessees of Premises**

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

**E. Additional Insured – Vendors**

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - a. The insurance afforded the vendor does not apply to:
      - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (2) Any express warranty unauthorized by you;
      - (3) Any physical or chemical change in the product made intentionally by the vendor;
      - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
      - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
      - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
      - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
      - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
        - (a) The exceptions contained in Subparagraphs **(4)** or **(6)**; or
        - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
    - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
    - c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph E.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

**F. Additional Insured – Managers, Lessors or Governmental Entity**

1. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and resulting directly from:
  - a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
  - b. Ownership, maintenance, occupancy or use of premises by you; or
  - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – Who Is An Insured;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:
  - (1) Owners or other interests from whom land has been leased by you; or
  - (2) Managers or lessors of premises, if:
    - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
    - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
    - (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph F. shall not increase the applicable Limits of Insurance shown in the Declarations.

**G. Damage to Premises Rented or Occupied by You**

1. The last paragraph under Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

**H. Broadened Contractual Liability**

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

**I. Definition – Specific Perils**

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;

- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

**J. Limited Contractual Liability Coverage – Personal and Advertising Injury**

1. Exclusion e. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
  - (2) Liability for "personal and advertising injury" if:
    - (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
    - (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
    - (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.
- Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:
- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
  - (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – Supplementary Payments – Coverages A and B is replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – Supplementary Payments – Coverages A and B:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

**K. Supplementary Payments**

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### **L. Broadened Property Damage**

##### **1. Property Damage to Contents of Premises Rented Short-Term**

The paragraph directly following Paragraph (6) in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

##### **2. Elevator Property Damage**

- a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

##### **3. Property Damage to Borrowed Equipment**

- a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

#### **M. Expected or Intended Injury or Damage**

Exclusion a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

##### **a. Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### **N. Definitions – Bodily Injury**

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

#### **O. Insured Status – Amateur Athletic Participants**

Section II – **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or
- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:
  - (1) Your "employee", "volunteer worker" or any person you sponsor; or
  - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**P. Non-Owned Aircraft, Auto and Watercraft**

Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm**

- 1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

- 2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or

- c. Temporary help service.

#### **R. Definition – Mobile Equipment**

Paragraph f. of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

#### **S. Definitions – Your Product and Your Work**

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

- a. Means:
  - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (a) You;
    - (b) Others trading under your name; or
    - (c) A person or organization whose business or assets you have acquired; and
  - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
  - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
  - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

- a. Means:
  - (1) Work, services or operations performed by you or on your behalf; and
  - (2) Materials, parts or equipment furnished in connection with such work, services or operations.
- b. Includes:
  - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
  - (2) The providing of or failure to provide warnings or instructions.

#### **T. Priority Condition**

The following paragraph is added to Section **III – Limits Of Insurance**:

In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

- (a) You;
- (b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and
- (c) Any other insured in any order that we choose.

#### **U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition**

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1. of Section II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

#### **V. Other Insurance Condition**

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

##### **4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### **a. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

##### **b. Excess Insurance**

- (1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
  - Equipment you borrow from others; or
  - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

#### **W. Unintentional Failure to Disclose All Hazards**

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

##### **6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

#### **X. Waiver of Right of Subrogation**

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

##### **8. Transfer Of Rights Of Recovery Against Others To Us**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

**Y. Liberalization Condition**

The following condition is added to Section **IV – Commercial General Liability Conditions**:

**Liberalization Clause**

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.

# General Liability Supplemental Coverage Endorsement

## Quick Reference



	PAGE
A. BROADENED NAMED INSURED	1
B. NEWLY ACQUIRED OR FORMED ORGANIZATIONS AS NAMED INSURED	1
C. INSURED STATUS – EMPLOYEES	2
D. ADDITIONAL INSURED – LESSEES OF PREMISES	2
E. ADDITIONAL INSURED – VENDORS	3
F. ADDITIONAL INSURED – MANAGERS, LESSORS OR GOVERNMENTAL ENTITY	4
G. DAMAGE TO PREMISES RENTED OR OCCUPIED BY YOU	5
H. BROADENED CONTRACTUAL LIABILITY	5
I. DEFINITION – SPECIFIC PERILS	5
J. LIMITED CONTRACTUAL LIABILITY COVERAGE – PERSONAL AND ADVERTISING INJURY	6
K. SUPPLEMENTARY PAYMENTS	6
L. BROADENED PROPERTY DAMAGE	7
M. EXPECTED OR INTENDED INJURY OR DAMAGE	7
N. DEFINITION – BODILY INJURY	7
O. INSURED STATUS – AMATEUR ATHLETIC PARTICIPANTS	7
P. NON-OWNED AIRCRAFT AND WATERCRAFT	8
Q. DEFINITIONS – LEASED WORKER, TEMPORARY WORKER AND LABOR LEASING FIRM	8
R. DEFINITION – MOBILE EQUIPMENT	9
S. DEFINITIONS – YOUR PRODUCT AND YOUR WORK	9
T. PRIORITY CONDITION	9
U. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION	10
V. OTHER INSURANCE CONDITION	10
W. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS	11
X. WAIVER OF RIGHT OF SUBROGATION	11
Y. LIBERALIZATION CONDITION	12

## Asbestos Exclusion Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
CPO 6220911-06	11/12/2019	11/12/2020		25216000	\$ <b>INCL</b>	\$

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

#### Commercial General Liability Coverage Part

The following exclusion is added to paragraph 2. Exclusions of Section I - Coverage A – Bodily Injury And Property Damage Liability and Coverage B - Personal And Advertising Injury Liability:

#### 2. Exclusions

This insurance does not apply to:

##### Asbestos

- A. "Bodily injury", "property damage" or "personal and advertising injury" arising out of or which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or
- B. Any sums that any insured or other entity must pay, repay or reimburse because of any:
  - 1. Request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
  - 2. Claim or "suit" for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
- C. Any other loss, cost or expense arising out of or relating in any way to asbestos.

COMMERCIAL GENERAL LIABILITY  
CG 02 20 03 12

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FLORIDA CHANGES –  
CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

**2. Cancellation Of Policies In Effect**

**a. For 90 Days Or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (a) A material misstatement or misrepresentation; or
  - (b) A failure to comply with the underwriting requirements established by the insurer.

**b. For More Than 90 Days**

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;

- (2) The policy was obtained by a material misstatement;

- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

- (4) A substantial change in the risk covered by the policy; or

- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph **2.b.**

**B.** Paragraph **3.** of the **Cancellation** Common Policy Condition is replaced by the following:

- 3.** We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

**C. Paragraph 5. of the ~~Cancellation~~ Common Policy Condition is replaced by the following:**

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

**D. The following is added and supersedes any other provision to the contrary:**

**Nonrenewal**

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.



ZURICH

## Stop Gap Employer Liability Coverage

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in **bold face** have special meaning. Refer to **SECTION V - DEFINITIONS**.

### SCHEDULE

State(s) OH

Location(s) See Location Schedule for a complete list of locations found in the State(s) shown above

#### Limits of Liability:

Bodily Injury by Accident Each Accident:	<u>\$1,000,000</u>
Bodily Injury by Disease Policy Limit:	<u>\$1,000,000</u>
Bodily Injury by Disease Each Employee:	<u>\$1,000,000</u>

Deposit Premium: \$ INCL

Minimum Premium: \$ INCL

# STOP GAP EMPLOYERS LIABILITY COVERAGE

## SECTION I – COVERAGE

### COVERAGE S. – STOP GAP EMPLOYERS LIABILITY

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated by the law of the state(s) shown in the Declarations to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of the state(s) shown in the Declarations; and

(2) The:

(a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

(b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

c. The damages we will pay, where recovery is permitted by law, include damages:

(1) For:

(a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";

(b) Care and loss of services; and

(c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

(2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

#### 2. Exclusions

This insurance does not apply to:

##### a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you.

However, this exclusion only applies to "bodily injury by accident" or "bodily injury by disease" caused or aggravated by an act committed by you where that injury or aggravation of injury was substantially certain to result from that act.

For injury to "employees" subject to Ohio Workers' Compensation Laws, this exclusion applies only if the act causing or aggravating the injury is of deliberate intent as defined by the laws of that state.

For injury to "employees" subject to West Virginia Workers' Compensation Laws, this exclusion applies only if the act causing or aggravating the injury is of deliberate intent as defined by SB744 paragraph (2)(ii).

**b. Fines Or Penalties**

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

**c. Statutory Obligations**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**d. Contractual Liability**

Liability assumed by you under any contract or agreement.

**e. Violation Of Law**

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

**f. Termination, Coercion Or Discrimination**

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment decisions or personnel decisions of the insured.

**g. Failure To Comply With "Workers Compensation Law"**

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- (1) Deprived of common law defenses; or
  - (2) Otherwise subject to penalty;
- because of your failure to secure your obligations under, or other failure to comply with, any "workers compensation law".

**h. Violation Of Age Laws Or Employment Of Minors**

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) Knowingly employed by you in violation of any law pertaining to the minimum age of employment or employees; or
- (2) Under the age of 14 years, regardless of any such law.

**i. Federal Laws**

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Section 51-60);
- (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

**j. Punitive Damages**

Exemplary damages or punitive damages, or any other damages that are determined, in part, through the application of a multiplier.,

**k. Crew Members**

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

**l. Asbestos**

"Bodily injury by accident" or "bodily injury by disease" arising out of asbestos, or which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury.

### SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

### SECTION II – WHO IS AN INSURED

If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The Bodily Injury By Accident – Each Accident Limit shown in the Declarations is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
3. The Bodily Injury By Disease – Aggregate Limit shown in the Declarations is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
4. Subject to 3. above, the Bodily Injury By Disease – Each Employee Limit shown in the Declarations is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – CONDITIONS

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part. However, this condition shall not affect our ability to assert or invoke any applicable defense to liability on behalf of the insured.

**2. Duties In The Event Of Injury, Claim Suit**

a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
- (5) Do nothing after an injury occurs that would interfere with our right to recover from others.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

This insurance is primary, and our obligations are not affected unless any of the other insurance or self-insurance is also primary.

If all of the other insurance or self-insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance or self-insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### **SECTION V – DEFINITIONS**

1. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
2. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.
3. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in **a.** above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
7. "Suit" means a civil proceeding in which damages because of "bodily injury by accident" or "bodily injury by disease" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
8. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
9. "Workers Compensation Law" means the Workers Compensation Law and any Occupational Disease Law of the state(s) shown in the Declarations. This does not include provisions of any law providing non-occupational disability benefits.



## Deductible Endorsement Claims-Made

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
CPO 6220911-06	11/12/2019	11/12/2020		25216000	<b>INCL</b>	

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:  
**Employee Benefits Liability Coverage Part**

It is agreed that the following deductible provisions are added to the policy as respects the Employee Benefit Liability Coverage Part:

**Deductible:** \$1,000

1. The deductible amount stated above shall be deducted from the amount of all "claims" arising out of the same act, error, or omission. We shall be liable only for the difference between such deductible amount and the amount of insurance otherwise applicable on a per "claim" basis. The Aggregate Limit will not be reduced by the application of such deductible.
2. The terms of this Coverage Part apply regardless of the application of the deductible amount. This includes those terms with respect to:
  - a. Our rights and duties with respect to the defense of "suits"; and
  - b. The "insured's" duties in the event of an act, error, or omission or a "claim" or "suit".
3. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit". You shall promptly reimburse us for such part of the deductible amount as has been paid by us after we notify you of our action.

POLICY NUMBER: CPO 6220911-06

COMMERCIAL GENERAL LIABILITY  
CG 20 18 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED –  
MORTGAGEE, ASSIGNEE OR RECEIVER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Person(s) Or Organization(s)	Designation Of Premises
FIRST COMMONWEALTH BANK, ISAOA/ATIMA, INSURANCE PROCESSING DEPT. PO BOX 400, INDIANA, PA 15701	LOCATION 7-1, 55 HUTCHINSON AVE, COLUMBUS, OH 43235
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY  
CG 21 08 05 14

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION  
(COVERAGE B ONLY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph **2. Exclusions** of  
**Section I – Coverage B – Personal And  
Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or  
Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

POLICY NUMBER: CPO 6220911-06

COMMERCIAL GENERAL LIABILITY  
CG 21 44 04 17**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LIMITATION OF COVERAGE TO DESIGNATED  
PREMISES, PROJECT OR OPERATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Premises:**

PREMISES: 17 RIVER ROAD, CHAGRIN FALLS, OH 4022

NAMED INSURED: PAUL L. SEEGOT LTD, BETSY SEEGOT

**Project Or Operation:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 01**, the provisions under this Paragraph **A.** apply:

1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**b.** This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

(1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

**b.** This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule; and

- (2) The offense was committed during the policy period.

However, with respect to Paragraph 1.b.(1)(a) of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1) False arrest, detention or imprisonment; or
- (2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph 1.a. under **Section I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

- (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
- (2) Arises out of the project or operation shown in the Schedule;

provided that:

- (a) The accident takes place during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

B. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 02**, the provisions under this Paragraph B. apply:

1. Paragraph 1.b. under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

- (1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

- (2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

- (3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph 1.c. of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

2. Paragraph 1.b. under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

- (1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule;

- (2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

- (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph 1.c. of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

However, with respect to Paragraph 1.b.(1)(a) of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1) False arrest, detention or imprisonment; or
- (2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph 1.a. under **Section I – Coverage C – Medical Payments** is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

- (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
- (2) Arises out of the project or operation shown in the Schedule;

provided that:

- (a) The accident takes place during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

COMMERCIAL GENERAL LIABILITY  
CG 21 47 12 07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

COMMERCIAL GENERAL LIABILITY  
CG 21 65 12 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TOTAL POLLUTION EXCLUSION WITH A BUILDING  
HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT  
EXCEPTION AND A HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
- (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

POLICY NUMBER: CPO 6220911-06

COMMERCIAL GENERAL LIABILITY

CG 24 07 01 96

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRODUCTS/COMPLETED OPERATIONS HAZARD  
REDEFINED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Description of Premises and Operations:**

**ALL LOCATIONS**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph **a.** of the definition of "Products - completed operations hazard" in the DEFINITIONS Section is replaced by the following:

"Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

POLICY NUMBER: CPO 6220911-06

COMMERCIAL GENERAL LIABILITY  
CG 25 04 05 09**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED LOCATION(S)  
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

**Designated Location(s):**ALL LOCATIONS, OTHER THAN CONSTRUCTION PROJECTS, OCCUPIED BY THE  
NAMED INSURED

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I – Coverage A**, and for all medical expenses caused by accidents under Section **I – Coverage C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2.** Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

COMMERCIAL GENERAL LIABILITY  
CG 26 22 04 17

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MICHIGAN CHANGES – LIQUOR LIABILITY**

This endorsement modifies insurance provided under the following:

**LIQUOR LIABILITY COVERAGE PART (OCCURRENCE VERSION)**

**A. Section I – Liquor Liability Coverage** is amended to comply with Michigan Compiled Laws Section 436.1811 as follows:

No condition, provision, stipulation or limitation contained in this Policy, or any endorsement thereon, shall relieve us from liability (within the statutory limits provided by Section 803 of the Michigan liquor control code of 1998) for the payment of any claim for which the insured may be held liable under Section 801 of said act.

However, all terms, conditions and limitations in this Policy will remain in full force and effect as binding between you and us. You must reimburse us for any payment:

1. Made by us on account of any "injury", claim or "suit" involving a breach of the terms of this policy; and
2. That we would not have been obligated to make under the terms of this Policy except for the agreement contained in this endorsement.

**B. The paragraph relating to prejudgment interest in Supplementary Payments (Section I) is replaced by the following:**

We will pay, with respect to any claim or "suit" we defend:

5. Prejudgment interest awarded against the insured on that part of the judgment we pay.

**C. With respect to the Duties In The Event Of Injury, Claim or Suit Condition (Section IV – Liquor Liability Conditions):**

1. Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.
2. The last sentence of Paragraph 2.b. is deleted.
3. The reference to Paragraph d. is amended to read Paragraph e.

4. The following is added:

- d. Failure to give any notice required by this condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

**D. The Representations Condition (Section IV – Liquor Liability Conditions) is amended by the addition of the following:**

No false statement or breach of authority or act or omission on the part of the insured will void this insurance, unless the intention of the insured to conceal a hazard of perpetrating fraud is proven.

**E. The When We Do Not Renew Condition (Section IV – Liquor Liability Conditions) does not apply.**

**F. The Cancellation Common Policy Condition is replaced by the following and supersedes any provision to the contrary:**

1. The first Named Insured shown in the Declarations may cancel this Policy by:
  - a. Giving 30 days' advance written notice of cancellation to the Michigan Liquor Control Commission;
  - b. Obtaining and delivering new proof of financial responsibility to the Michigan Liquor Control Commission within the time frame specified in a. above; and
  - c. Giving us or our authorized agent notice of cancellation.

The cancellation will not be effective until 30 days after such written notice is received by the Michigan Liquor Control Commission.

2. We may cancel this Policy by mailing or delivering advance written notice of cancellation at least 30 days before the effective date of cancellation to the first Named Insured shown in the Declarations and the Michigan Liquor Control Commission.

The cancellation will not be effective until 30 days after such written notice is received by the Michigan Liquor Control Commission.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this Policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.



**THIS NOTICE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

**NOTICE REGARDING TERRORISM PREMIUM  
(FOR COMMERCIAL AUTOMOBILE INSURANCE)**

**SCHEDULE\***

Premium attributable to risk of loss resulting from terrorism for the Commercial Automobile line of insurance: Automobile	\$128.00
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\*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Terrorism Risk Insurance Act ('TRIA')**

The Commercial Automobile line is not part of TRIA. On December 22, 2005, the President of the United States signed the first TRIA extension act into law and, at that time, the Commercial Auto line was removed from the program. The federal government does not share in Commercial Automobile terrorism losses..

**B. Disclosure of Terrorism Premium**

We have elected to provide notice to you of the amount of the total policy premium attributable to the risk of loss from terrorism for the Commercial Automobile line of insurance.

**Schedule of Auto Physical Damage  
Deductibles**



The Schedule set forth below identifies the Deductible to apply to the Coverage(s) and Vehicle(s) described.

**SCHEDULE**

Coverage	Vehicle Description	Deductible
COMPREHENSIVE		\$ 1,000
COLLISION		\$ 1,000
COMPREHENSIVE	HIRED PHD	\$ 1,000
COLLISION	HIRED PHD	\$ 1,000

POLICY NUMBER: CPO 6220911-06

COMMERCIAL AUTO

**AMERICAN GUARANTEE AND LIABILITY  
INSURANCE COMPANY**

1299 Zurich Way  
Schaumburg, Illinois 60196-1056  
1-800-382-2150

## BUSINESS AUTO DECLARATIONS

### ITEM ONE

**PRODUCER:**  
THE FEDELI GROUP, INC.

**NAMED INSURED:** HYDE PARK RESTAURANT GROUP  
(SEE NAMED INSURED ENDORSEMENT)

**MAILING ADDRESS:** 21945 CHAGRIN BLVD  
BEACHWOOD, OH 44122-5309

**POLICY PERIOD:** From 11-12-2019 to 11-12-2020 at 12:01 A.M. Standard Time at your  
mailing address shown above

**PREVIOUS POLICY NUMBER:** CPO 6220911-05

**FORM OF BUSINESS:**

☒ CORPORATION

☐ LIMITED LIABILITY COMPANY

☐ INDIVIDUAL

☐ PARTNERSHIP

☐ OTHER \_\_\_\_\_

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable at inception: \$ 12,939.00					
AUDIT PERIOD (IF APPLICABLE)	<input checked="" type="checkbox"/>	ANNUALLY	<input type="checkbox"/>	SEMI-ANNUALLY	<input type="checkbox"/>
				QUARTERLY	<input type="checkbox"/>
					MONTHLY

**ENDORSEMENTS ATTACHED TO THIS POLICY:**

**IL 00 17** – Common Policy Conditions (**IL 01 46** in Washington)

**IL 00 21** – Broad Form Nuclear Exclusion (not Applicable in New York) (**IL 01 98** in Washington)

**SEE SCHEDULE OF FORMS AND ENDORSEMENTS**

COUNTERSIGNED \_\_\_\_\_ BY \_\_\_\_\_  
(Date) (Authorized Representative)

**ITEM TWO****Schedule Of Coverages And Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.**

COVERAGES	COVERED AUTOS	LIMIT	PREMIUM
COVERED AUTOS LIABILITY	1	\$1,000,000	\$ 8,775
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS DEDUCTIBLE.	
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.	
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE PROPERTY PROTECTION INSURANCE ENDORSEMENT MINUS DEDUCTIBLE FOR EACH ACCIDENT.	
AUTO MEDICAL PAYMENTS	2	\$ 5,000 EACH INSURED	\$ 27
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN THE MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT.	
UNINSURED MOTORISTS	2	\$ 1,000,000	\$ 24
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	2	SEE ENDT	\$ 116
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	2, 8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS SEE ENDT DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired or Borrowed Autos.	\$ 521
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed Autos.	
PHYSICAL DAMAGE COLLISION COVERAGE	2, 8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS SEE ENDT DEDUCTIBLE, FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed Autos.	\$ 585
PHYSICAL DAMAGE TOWING AND LABOR		FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO.	
TAX/ SURCHARGE / FEE			
PREMIUM FOR ENDORSEMENTS			\$ 2,891
*ESTIMATED TOTAL PREMIUM			\$ 12,939.00

\*This policy may be subject to final audit.

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION				TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)				Town & State Where The Covered Auto Will Be Principally Garaged		
OH2	2004, FORD F450 SUPER DUTY, 1FDXF46P44EC19928				BEACHWOOD OH, 153		\$ 31,080 ACV
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
OH2	50	S	15,000	12	All Others	211990	
Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES						
	(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.P.I. Endt. Minus Deductible Shown Below	Premium
OH2	\$ 1,000,000	\$ 2,678					
Total Premium		\$ 2,678					

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN (Continued)

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	AUTO MEDICAL PAYMENTS		MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS
	Limit Each Insured	Premium	Limit Stated In The Medical Expense and Income Loss Benefits Endorsement For Each Person	Premium	Limit	Premium	Premium
OH2	\$5,000	\$ 27			\$ 1,000,000	\$ 24	\$ 116
<b>Total Premium</b>		\$ 27				\$ 24	\$ 116

  

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COMPREHENSIVE		SPECIFIED CAUSES OF LOSS		COLLISION		TOWING & LABOR
	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement  Premium
OH2	\$ 2,500	\$ 204			\$ 2,500	\$ 358	
<b>Total Premium</b>		\$ 204				\$ 358	

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS**

<b>COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)</b>			
<b>COVERED AUTOS LIABILITY COVERAGE</b>	<b>STATE</b>	<b>ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE</b>	<b>PREMIUM</b>
Primary Coverage	OH	\$ 7,500	\$ 1,175
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			\$ 1,175

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

<b>COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)</b>			
<b>COVERED AUTOS LIABILITY COVERAGE</b>	<b>STATE</b>	<b>ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE</b>	<b>PREMIUM</b>
Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

## ITEM FOUR

## SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	OH	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	\$ 7,500	\$ 317
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	OH	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	\$ 7,500	\$ 227
TOTAL HIRED AUTO PREMIUM				\$ 544
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

<b>Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Other Than Physical Damage Coverages</b>					
<b>COVERAGE</b>	<b>STATE</b>	<b>ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE</b>		<b>PREMIUM</b>	
		<b>Mobile Equipment</b>	<b>Farm Equipment</b>	<b>Mobile Equipment</b>	<b>Farm Equipment</b>
Covered Autos Liability – Primary Coverage					
Covered Autos Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
<b>TOTAL HIRED AUTO PREMIUM</b>					
<p>Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.</p>					

## ITEM FOUR

## SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Cost Of Hire Rating Basis For Mobile or Farm Equipment -- Physical Damage Coverages						
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)		PREMIUM	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
COMPREHENSIVE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.				
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.				
COLLISION		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO.				
TOTAL HIRED AUTO PREMIUM						
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.						

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

<b>Rental Period Rating Basis For Mobile Or Farm Equipment</b>					
<b>COVERAGE</b>	<b>TOWN AND STATE WHERE THE JOB SITE IS LOCATED</b>	<b>ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED</b>		<b>PREMIUM</b>	
		<b>Mobile Equipment</b>	<b>Farm Equipment</b>	<b>Mobile Equipment</b>	<b>Farm Equipment</b>
Covered Autos Liability – Primary Coverage					
Covered Autos Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
<b>TOTAL HIRED AUTO PREMIUMS</b>					

**ITEM FIVE****SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY**

<b>NAMED INSURED'S BUSINESS</b>	<b>RATING BASIS</b>	<b>NUMBER</b>	<b>PREMIUM</b>
Other Than Garage Service Operations And Other Than Social Service Agencies	Number Of Employees	500	\$ 4,922
	Number Of Partners (Active and Inactive)		
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		
	Number Of Partners (Active and Inactive)		
Social Service Agencies	Number Of Employees		
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		
	Number Of Partners (Active and Inactive)		
<b>TOTAL NON-OWNERSHIP COVERED AUTOS LIABILITY PREMIUM</b>			\$ 4,922

**ITEM SIX****SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS**

Type Of Risk (Check one):	<input type="checkbox"/> Public Autos	<input type="checkbox"/> Leasing Or Rental Concerns
Rating Basis (Check one):	<input type="checkbox"/> Gross Receipts (Per \$100)	<input type="checkbox"/> Mileage (Per Mile)
Estimated Yearly (Check One):	<input type="checkbox"/> Gross Receipts (Per \$100)	<input type="checkbox"/> Mileage
<b>Premiums</b>		
Covered Autos Liability		
Personal Injury Protection		
Added Personal Injury Protection		
Property Protection Insurance (Michigan Only)		
Auto Medical Payments		
Medical Expense And Income Loss Benefits (Virginia Only)		
Comprehensive		
Specified Causes Of Loss		
Collision		
Towing And Labor		

When used as a premium basis:

**FOR PUBLIC AUTOS**

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

1. Amounts paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

**FOR RENTAL OR LEASING CONCERNS**

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

**BUSINESS AUTO COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

**SECTION I – COVERED AUTOS**

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

**A. Description Of Covered Auto Designation Symbols**

<b>Symbol</b>	<b>Description Of Covered Auto Designation Symbols</b>	
<b>1</b>	Any "Auto"	
<b>2</b>	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
<b>3</b>	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
<b>4</b>	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
<b>5</b>	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
<b>6</b>	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
<b>7</b>	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
<b>8</b>	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
<b>9</b>	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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#### B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

#### C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

#### SECTION II – COVERED AUTOS LIABILITY COVERAGE

##### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

##### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

**4. Employee Indemnification And Employer's Liability**

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

**5. Fellow Employee**

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

**6. Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

**7. Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

**8. Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

**9. Operations**

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

**10. Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### 11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

#### 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

### **SECTION III – PHYSICAL DAMAGE COVERAGE**

#### **A. Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:

##### **a. Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

##### **b. Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

##### **c. Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### **2. Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

### **3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

### **4. Coverage Extensions**

#### **a. Transportation Expenses**

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### **b. Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

## B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

### b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

## C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
  - (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
  3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### **D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

### **SECTION IV – BUSINESS AUTO CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

#### **A. Loss Conditions**

##### **1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

##### **2. Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

##### **3. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

#### 4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

#### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

### B. General Conditions

#### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

#### 2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

#### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### 4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

#### 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### 6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

**7. Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**8. Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

**SECTION V – DEFINITIONS**

**A.** "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

**B.** "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

**D.** "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

**F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

**G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

**H.** "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

**5.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

**6.** That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

**a.** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

**b.** That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

**c.** That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

**I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**J.** "Loss" means direct and accidental loss or damage.

**K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged.  
 "Suit" includes:
  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

COMMERCIAL AUTO  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OHIO CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If you are an individual and this policy does not insure the motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, and is not issued under an assigned risk plan, then the Cancellation Common Policy Condition does not apply. The following condition applies instead:

**Ending This Policy**

**A. Cancellation**

1. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
2. When this policy is in effect less than 90 days and is not a renewal or continuation policy, we may cancel for any reason by mailing written notice of cancellation. If we cancel for nonpayment of premium, we will mail you at least 10 days' notice. If we cancel for any other reason, we will mail you at least 30 days' notice.
3. When this policy is in effect 90 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
  - a. Nonpayment of premium.
  - b. You or any family member who either lives with you or customarily uses a covered "auto" has had his or her driver's license suspended or revoked during the policy period.

However, we may not cancel for this reason if the operator whose license is suspended or revoked is excluded from coverage under this policy.

- c. You move to a state where we are not licensed to do business.
  - d. Fraud, concealment or misrepresentation made by the "insured" to us of any material fact in obtaining the policy, continuing the policy, or in presenting a claim under the policy.
  - e. We replace this policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will become effective when this policy is cancelled and will end on this policy's effective date.
4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If you cancel, the refund, if any, will be computed in accordance with our customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.
  5. The effective date of cancellation stated in the notice shall become the end of the policy period.
  6. If we cancel for any reason described in Paragraphs **A.3.a.** through **e.** above, we will mail written notice of cancellation at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b. 30 days before the effective date of cancellation if we cancel for any other reason.
  7. The notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

**B. Nonrenewal**

1. If we decide not to renew or continue this policy we will mail you written notice of nonrenewal, stating the reason(s) for nonrenewal, at least 30 days before the end of the policy period. If the policy period is other than one year or is a continuous policy, we will have the right not to renew or continue it only at each annual anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

2. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

**C. Mailing Of Notices**

Any notice of cancellation or nonrenewal will be mailed to your last known address. However, we may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

POLICY NUMBER:CPO 6220911-06

COMMERCIAL AUTO  
CA 21 33 08 17**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****OHIO UNINSURED AND UNDERINSURED  
MOTORISTS COVERAGE – BODILY INJURY**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Ohio, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

**Named Insured:** HYDE PARK RESTAURANT GROUP

**Endorsement Effective Date:** 11/12/2019

**SCHEDULE**

Limit Of Insurance		
<b>Uninsured Motorists Coverage:</b>	\$1,000,000	<b>Each "Accident"</b>
<b>Underinsured Motorists Coverage:</b>	\$1,000,000	<b>Each "Accident"</b>

Uninsured and Underinsured Motorists Coverage apply unless an "X" is entered in the corresponding box below:

- ☐ If an "X" is entered in this box, this endorsement provides Uninsured Motorists Coverage only, and all references to "underinsured motor vehicle" do not apply.
- ☐ If an "X" is entered in this box, this endorsement provides Underinsured Motorists Coverage only, and all references to "uninsured motor vehicle" do not apply.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle" because of "bodily injury" sustained by the "insured" and caused by an "accident".

The owner's or operator's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".

2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under the coverage selected under this endorsement only if Paragraph **a.** or **b.** below applies:

- a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
- b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
  - (1) Have been given prompt written notice of such settlement; and
  - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### **B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction. However, no coverage is provided for anyone occupying an "auto" which is not a covered auto for Uninsured Motorists and/or Underinsured Motorists Coverage under this Coverage Form.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction. However, no coverage is provided for anyone occupying an "auto" which is not a covered auto for Uninsured Motorists and/or Underinsured Motorists Coverage under this Coverage Form.

- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### **C. Exclusions**

This insurance does not apply to:

1. Any claim settled without our consent, if the settlement prejudices our right to recover payments. However, this exclusion does not apply to a settlement made with the insurer of an "underinsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Any "insured" using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage and/or Underinsured Motorists Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage and/or Underinsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage and/or Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**D. Limit Of Insurance**

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage and/or Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. The coverage limit for Uninsured and Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage form or any Medical Payments Coverage endorsement attached to this Coverage Part.  
We will not make a duplicate payment under this Coverage Form for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
4. With respect to coverage provided for damages resulting from an "accident" with an "underinsured motor vehicle", the limit of insurance shall be reduced by all sums paid for "bodily injury" by or on behalf of anyone who is legally responsible.

**E. Changes In Conditions**

The Conditions of the policy for Ohio Uninsured and Underinsured Motorists Insurance are changed as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:  
If there is other applicable insurance available under one or more policies or provisions of coverage:
  - a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
  - b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this Coverage Form is provided:

- (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
    - a. Promptly notify the police if a hit-and-run driver is involved;
    - b. Promptly send us copies of the legal papers if a "suit" is brought; and
    - c. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle" and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle". However, this Provision 2.c. does not apply if failure to notify us does not prejudice our rights against the insurer, owner or operator of such "underinsured motor vehicle".
  3. **Transfer Of Rights Of Recovery Against Others To Us** is amended by adding the following:  
If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

4. The following conditions are added:

**a. Arbitration**

- (1) If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**b. Statute Of Limitations**

Any claim or suit for Uninsured Motorists Coverage and/or Underinsured Motorists Coverage must be brought within three years after the date of the "accident" causing the "bodily injury" or one year after the date the liability insurer of the "uninsured motor vehicle" becomes insolvent, whichever is later, provided that our rights are not prejudiced.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle:
  - a. For which no liability bond or policy applies at the time of an "accident";
  - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
  - c. That is a hit-and-run vehicle and neither the operator nor owner can be identified. The vehicle must either:
    - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
    - (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

The facts of the "accident" or intentional act must be proved by independent corroborative evidence.

However, "uninsured motor vehicle" does not include any vehicle:

- a.** Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b.** Designed for use mainly off public roads while not on public roads; or
- c.** Owned by any governmental unit or agency, unless the owner or operator of the "uninsured motor vehicle" has:
  - (1)** An immunity under the Ohio Political Subdivision Tort Liability Law; or
  - (2)** A diplomatic immunity.
- 4.** "Underinsured motor vehicle" means a land motor vehicle for which the sum of all liability bonds or policies applicable at the time of an "accident" is either:
  - a.** Less than the limit of liability for this coverage; or

- b.** Reduced by payments to others injured in the "accident" to an amount which is less than the limit of liability for this coverage.

However, "underinsured motor vehicle" does not include any vehicle:

- a.** Owned or operated by a self-insurer under any applicable motor vehicle law;
- b.** Owned by a governmental unit or agency;
- c.** Designed for use mainly off public roads while not on public roads; or
- d.** That is insured for Covered Autos Liability Coverage under this Policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Changes In Covered Autos Liability Coverage**

The following exclusion is added:

#### **Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

### **B. Changes In Physical Damage Coverage**

The following exclusion is added:

We will not pay for "loss" to any covered "autos" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

### **C. Changes In Auto Medical Payments**

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

#### **Public Or Livery Passenger Conveyance and On-demand Delivery Services**

This insurance does not apply to:

"Bodily injury" sustained by an "insured" "occupying" a covered "auto" while it is being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

### **D. Changes In Uninsured And/Or Underinsured Motorists Coverage**

1. If Uninsured and/or Underinsured Motorists Coverage is attached, and:

- a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
- b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

## **2. Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

## **E. Changes In Personal Injury Protection Coverage**

1. If Personal Injury Protection, no-fault or other similar coverage is attached, and:
  - a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
  - b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

## **2. Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

## **F. Additional Definitions**

As used in this endorsement:

1. "Delivery network platform" means an online-enabled application or digital network, used to connect customers:
  - a. With drivers; or
  - b. With local vendors using drivers; for the purpose of providing prearranged "delivery services" for compensation. A "delivery network platform" does not include a "transportation network platform".
2. "Delivery services" includes courier services.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

POLICY NUMBER: CPO 6220911-06

COMMERCIAL AUTO  
CA 31 17 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****OHIO UNINSURED MOTORISTS COVERAGE –  
PROPERTY DAMAGE**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Ohio, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

**SCHEDULE**

**Limit Of Insurance:** \$7,500

**Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "property damage" to a covered "auto" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. We will pay only after any property damage liability bonds or policies have been exhausted by payment of judgments or settlements.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

**B. Exclusions**

This insurance does not apply to:

1. Any claim settled without our consent, if the settlement prejudices our right to recover payments.

2. The first \$250 of the amount of "property damage" to a covered "auto" as a result of any one "accident".
3. Any "insured" using a vehicle without a reasonable belief that the person is entitled to do so.
4. Any motor vehicle owned by you for which you have purchased collision coverage under this Coverage Form or any other Coverage Form or policy.
5. The owner or operator of the "uninsured motor vehicle" if such owner or operator cannot be identified.
6. The direct or indirect benefit of any insurer of the property.
7. Punitive or exemplary damages.
8. "Property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### C. Limit Of Insurance

1. Regardless of the number of covered "autos", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" will be the lesser of \$7,500 or the actual cash value of your damaged "auto" at the time of the "accident".
2. Any amount payable under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible.
3. An adjustment for the depreciation and physical condition will be made in determining actual cash value at the time of "loss".

#### D. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are amended by the addition of the following:

The reference to "other collectible insurance" applies only to other collectible uninsured motorists coverage.

If this Coverage Part and any other Coverage Part or policy providing similar insurance applies to the same "accident", the maximum limit of insurance under all the Coverage Parts or policies shall be \$7,500.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved; and
  - b. Promptly send us copies of the legal papers if a "suit" is brought.

3. The following condition is added:

#### Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### E. Additional Definitions

As used in this endorsement:

1. "Property damage" means injury to or destruction of a covered "auto". However, "property damage" does not include:
  - a. Loss of use of a covered "auto"; or
  - b. Damage to property owned by the "insured" while contained in a covered "auto".
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle:
  - a. For which no liability bond or policy affording coverage for "property damage" applies at the time of the accident;
  - b. For which an insuring or bonding company denies coverage or is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
- b. Designed for use mainly off public roads while not on public roads.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## GARAGEKEEPERS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** HYDE PARK RESTAURANT GROUP

**Endorsement Effective Date:**

### SCHEDULE

Location Number	Address Where You Conduct Garage Operations (Main Location)	
35	87 WEST ST CHAGRIN FALLS, OH 44022	
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$125,000 Limit Of Insurance	INCL
	\$1,000 Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$2,500 Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	Limit Of Insurance	
	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
Collision	\$125,000 Limit Of Insurance	INCL
	\$1,000 Deductible For Each Customer's Auto	

Location Number	Address Where You Conduct Garage Operations	
32	17107 HAGGERTY RD. NORTHVILLE, MI 48168	
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$125,000 Limit Of Insurance	INCL
	\$1,000 Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$2,500 Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	Limit Of Insurance	
	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
Collision	\$125,000 Limit Of Insurance	INCL
	\$1,000 Deductible For Each Customer's Auto	

Total Premium For All Locations	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GARAGEKEEPERS COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated

**Named Insured:** HYDE PARK RESTAURANT GROUP**Endorsement Effective Date:****SCHEDULE**

Location Number	Address Where You Conduct Garage Operations (Main Location)	
001	26300 CHAGRIN BLVD., BEACHWOOD, OH	
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$125,000 Limit Of Insurance	INCL
	\$1,000 Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$2,500 Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	Limit Of Insurance	
	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
Collision	\$125,000 Limit Of Insurance	INCL
	\$1,000 Deductible For Each Customer's Auto	

Location Number	Address Where You Conduct Garage Operations	
020	17 RIVER STREET CHAGRIN FALLS, OH	
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$125,000 Limit Of Insurance	INCL
	\$1,000 Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$2,500 Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	Limit Of Insurance	
	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
Collision	\$125,000 Limit Of Insurance	INCL
	\$1,000 Deductible For Each Customer's Auto	

Location Number	Address Where You Conduct Garage Operations	
003	1615 OLD HENDERSON RD, UPPER ARLINGTON, OH	
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$125,000 Limit Of Insurance	INCL
	\$1,000 Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$2,500 Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	Limit Of Insurance	
	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
Collision	\$125,000 Limit Of Insurance	INCL
	\$1,000 Deductible For Each Customer's Auto	

Location Number	Address Where You Conduct Garage Operations	
006	4073 MEDINA RD, FAIRLAWN, OH	
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$125,000 Limit Of Insurance	INCL
	\$1,000 Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$2,500 Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	Limit Of Insurance	
	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
Collision	\$125,000 Limit Of Insurance	INCL
	\$1,000 Deductible For Each Customer's Auto	

Total Premium For All Locations	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Direct Coverage Options**

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

☐ **Excess Insurance**

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

☒ **Primary Insurance**

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

**A. This endorsement provides only those coverages:**

1. Where a Limit Of Insurance and a premium are shown for that coverage in the Schedule; and
2. For the location shown in the Schedule.

**B. Coverage**

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:

**a. Comprehensive Coverage**

From any cause except:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

**b. Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) Mischief or vandalism.

**c. Collision Coverage**

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

**3. Who Is An Insured**

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- a. You.
- b. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "garage operations".
- c. Your members, if you are a limited liability company, but only with respect to the conduct of your "garage operations". Your managers are also "insureds", but only with respect to their duties as your managers.
- d. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.

- e. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing their duties related to the conduct of your "garage operations".

#### 4. Coverage Extensions

The following applies as **Supplementary Payments**. We will pay for the "insured":

- a. All expenses we incur.
- b. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against an "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

#### C. Exclusions

- 1. This insurance does not apply to any of the following:
  - a. **Contractual**  
Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.
  - b. **Theft**  
"Loss" due to theft or conversion caused in any way by you, your "employees" or by your stockholders.
  - c. **Defective Parts**  
Defective parts or materials.

#### d. Faulty Work

Faulty "work you performed".

- 2. We will not pay for "loss" to any of the following:
  - a. Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".
  - b. Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.
  - c. Sound-receiving equipment designed for use as a citizens band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
  - d. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- 3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

#### D. Limits Of Insurance And Deductibles

- 1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit Of Insurance shown in the Schedule for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:
  - a. Collision; or

- b. With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:
  - (1) Theft or mischief or vandalism; or
  - (2) All perils.
- 2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:
  - a. Theft or mischief or vandalism; or
  - b. All perils.
- 3. To settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that part of the deductible that we paid.
- 2. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.
- 3. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.
- 4. "Work you performed" includes:
  - a. Work that someone performed on your behalf; and
  - b. The providing of or failure to provide warnings or instructions.

**E. Additional Definitions**

As used in this endorsement:

- 1. "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households who pay for services performed.



ZURICH®

## Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
CPO 6220911-06	11/12/2019	11/12/2020		25216000	<b>INCL</b>	

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

#### A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

#### B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

**D. Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### **I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Personal Effects Coverage**

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### **J. Tapes, Records and Discs Coverage**

- 1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

**K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

**L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

**N. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

**Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

**Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**Q. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**S. Hired Auto – World Wide Coverage**

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**U. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**V. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**X. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

COMMERCIAL AUTO  
CA 99 03 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO MEDICAL PAYMENTS COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Coverage**

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

### **B. Who Is An Insured**

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

### **C. Exclusions**

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

#### **D. Limit Of Insurance**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

#### **E. Changes In Conditions**

The **Conditions** are changed for **Auto Medical Payments Coverage** as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.
2. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

#### **F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

POLICY NUMBER: CPO 6220911-06

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** HYDE PARK RESTAURANT GROUP

**Endorsement Effective Date:**

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

RIVER STREET PARTNERS, LLC  
33 RIVER STREET  
CHAGRIN FALLS, OH USA 44022

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**Verification of Policy Records**

The attached record constitutes documents relative to the contents of policy CPO-6220911-06, (date) as of 11/12/2019 generated from computer data maintained by the issuing company. Cosmetic changes not affecting coverage may have occurred to the format of the policy over time.

Name



Printed Name

Jillian VanZummeren

Date 5/15/2020